

EXHIBIT A

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

IN RE: NATIONAL PRESCRIPTION
OPIATE LITIGATION

This Document Relates to:

ALL THIRD PARTY PAYOR ACTIONS

MDL 2804

Case No. 1:17-md-2804

**CLASS ACTION SETTLEMENT
AGREEMENT AMONG THIRD
PARTY PAYORS AND SETTLING
DISTRIBUTORS**

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This Settlement Agreement, including all exhibits attached hereto (collectively, the “*Agreement*”), is entered into as of August 29, 2024, by and between Defendants Cencora, Inc. (“*Cencora*”), Cardinal Health, Inc. (“*Cardinal*”), and McKesson Corporation (“*McKesson*”) (each, individually, a “*Settling Distributor*” and, collectively, the “*Settling Distributors*”) and Class Counsel for Third Party Payors, both individually and on behalf of the Class in the above-captioned action. The Class Representatives, the Class, and the Settling Distributors are collectively referred to for purposes of this Agreement as the “*Settling Parties*,” and each, individually, a “*Settling Party*.” This Agreement is intended by the Settling Parties to fully, finally, and forever resolve, discharge, and settle the Released Claims (as that term is defined herein), upon and subject to the terms and conditions herein, and subject to the approval of the Court under Rule 23(e) of the Federal Rules of Civil Procedure.

I. Definitions

As used in this Agreement, the following terms have the meanings specified below:

A. “*Action(s)*” means a lawsuit purportedly brought on behalf of any Third Party Payor against one or more Settling Distributors coordinated under or parallel to MDL No. 2804, *In re National Prescription Opiate Litigation*, No. 1:17-md-2804-DAP (N.D. Ohio) (“*MDL No. 2804*”), in any court, including, but not limited to, the Actions listed in Exhibit A.

B. “*Aetna*” means CVS Pharmacy, Inc., CVS Health Corporation, Aetna Inc., Aetna Life Insurance Company, Aetna Health and Life Insurance Company, and Aetna Health Inc., and includes: (a) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect), including all entities listed in Exhibit C; and (b) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in clause (a).

C. “*Allocated Amount*” means the amount of the Net Settlement Funds payable to the Qualifying Class Member.

D. “*Anthem*” means Elevance Health, Inc. and Anthem Insurance Companies, Inc. and includes: (a) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect), including all entities listed in Exhibit D; and (b) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in clause (a).

E. “*Attorneys’ Fees and Expenses*” means payment to Plaintiffs’ counsel of attorneys’ fees and reimbursable costs and charges (including expert and consulting fees) in an amount to be determined by the Court and includes the common benefit obligations due under the Court’s common benefit-related Orders. Attorneys’ Fees and Expenses shall be paid from the Settlement Funds.

F. “*Cigna*” means The Cigna Group, Cigna Health and Life Insurance Company, and Connecticut General Life Insurance Company, and includes: (a) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect), including all entities listed in Exhibit E; and (b) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in clause (a).

G. “*Claim(s)*” means any past, present, or future cause of action, claim for relief, cross-claim or counterclaim, theory of liability, demand, derivative claim, request, assessment, charge, covenant, damage, debt, lien, loss, penalty, judgment, right, obligation, dispute, suit, contract, controversy, agreement, *parens patriae* claim, promise, performance, warranty, omission, or grievance of any nature whatsoever, whether legal, equitable, statutory, regulatory, or administrative, whether arising under federal, state, or local common law, statute, regulation, guidance, ordinance, or principles of equity, whether filed or unfiled, whether asserted or unasserted, whether known or unknown, whether accrued or unaccrued, whether foreseen, unforeseen, or unforeseeable, whether discovered or undiscovered, whether suspected or unsuspected, whether fixed or contingent, and whether existing or hereafter arising, in all such cases, including, but not limited to, any request for declaratory, injunctive, or equitable relief, compensatory, punitive, or statutory damages, absolute liability, strict liability, restitution, abatement, subrogation, contribution, indemnity, apportionment, disgorgement, reimbursement, attorney fees, expert fees, consultant fees, fines, penalties, expenses, costs, or any other legal, equitable, civil, administrative, or regulatory remedy whatsoever.

H. “*Claim-Over*” means a Claim asserted by a Non-Released Entity against a Released Entity on the basis of contribution, indemnity, or other claim-over on any theory relating to a Non-Party Covered Conduct Claim asserted by a Releasor.

I. “*Claim Form*” means the document or online form, in the form attached as Exhibit H to this Agreement, that Class Members must submit to the Notice and Claims Administrator to receive a payment pursuant to this Agreement.

J. “*Class*” or “*Settlement Class*” has the meaning set forth in Section III.A.

K. “*Class Counsel*” or “*Settlement Class Counsel*” means those counsel who will serve as Third Party Payor Class Counsel, namely, Elizabeth J. Cabraser and Eric B. Fastiff of Lieff Cabraser Heimann & Bernstein, LLP, and Paul J. Geller and Mark J. Dearman of Robbins Geller Rudman & Dowd LLP.

L. “*Class Member*” or “*Settlement Class Member*” means an entity that falls within the definition of the Class and does not elect to opt out of the Class. For the avoidance of doubt, each Class Representative is a Class Member.

M. “*Class Representative(s)*” or “*Settlement Class Representative(s)*” means Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors’ Insurance Fund; and Flint Plumbing and Pipefitting Industry Health Care Fund.

N. “*Co-Lead Class Counsel*” or “*Co-Lead Settlement Class Counsel*” means Elizabeth J. Cabraser of Lieff Cabraser Heimann & Bernstein, LLP and Paul J. Geller of Robbins Geller Rudman & Dowd LLP, who serve in their capacity as members of the Court-appointed Settlement Negotiating Committee and as Co-Lead Class Counsel.

O. “*Court*” means the United States District Court for the Northern District of Ohio.

P. “*Covered Conduct*” means any actual or alleged act, failure to act, negligence, statement, error, omission, breach of any duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity of any kind whatsoever, occurring at any time up to and including the Effective Date (and any past, present, or future consequence of any such act, failure to act, negligence, statement, error, omission, breach of duty, conduct, event, transaction, agreement, misstatement, misleading statement, or other activity, occurring at any time up to and including the Effective Date) arising from or relating to: (1) the discovery, development, manufacture, packaging, repackaging, marketing, promotion, advertising, labeling, recall, withdrawal, distribution, delivery, monitoring, reporting, supply, sale, prescribing, dispensing, physical security, warehousing, use or abuse of, or operating procedures relating to, any Product, or any system, plan, policy, or advocacy relating to any Product or class of Products, including, but not limited to, any unbranded promotion, marketing, programs, or campaigns relating to any Product or class of Products; (2) the characteristics, properties, risks, or benefits of any Product; (3) the reporting, disclosure, non-reporting or nondisclosure to federal, state, or other regulators of orders placed with any Released Entity; or (4) diversion control programs or suspicious order monitoring; *provided, however*, that as to any Claim that a Releaser has brought or could bring, Covered Conduct does not include noncompliance with statutory or administrative supply security standards concerning cleanliness of facilities or stopping counterfeit products, so long as such standards apply to the storage and distribution of both controlled and non-controlled pharmaceuticals.

Q. “*Defendants*” means Purdue Pharma, L.P.; Purdue Pharma, Inc.; The Purdue Frederick Company; Endo Health Solutions, Inc.; Endo Pharmaceuticals, Inc.; Par Pharmaceutical, Inc.; Janssen Pharmaceuticals, Inc.; Ortho-McNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Janssen Pharmaceutica n/k/a Janssen Pharmaceuticals, Inc.; Johnson & Johnson; Noramco, Inc.; Tasmanian Alkaloids Pty. Ltd.; Teva Pharmaceutical Industries, Ltd.; Teva Pharmaceuticals USA, Inc.; Cephalon, Inc.; Allergan Limited f/k/a Allergan plc f/k/a Actavis plc f/k/a Allergan, Inc.; Allergan Finance, LLC f/k/a Actavis, Inc. f/k/a Watson Pharmaceuticals, Inc.; Allergan Sales, LLC; Allergan USA, Inc.; Watson Laboratories, Inc.; Warner Chilcott Company, LLC; Actavis Pharma, Inc. f/k/a Watson Pharma, Inc.; Actavis South Atlantic LLC; Actavis Elizabeth LLC; Actavis Mid Atlantic LLC; Actavis Totowa LLC; Actavis LLC; Actavis Kadian LLC; Actavis Laboratories UT, Inc. f/k/a Watson Laboratories, Inc.-Salt Lake City; Actavis Laboratories FL, Inc. f/k/a Watson Laboratories, Inc.-Florida; Mallinckrodt plc; Mallinckrodt LLC; McKesson Corporation; Cencora, Inc.; Cardinal Health, Inc.; CVS Indiana, LLC; CVS Rx Services, Inc.; CVS TN Distribution, LLC; CVS Orlando Florida Distribution, LLC; CVS Pharmacy, Inc.; Louisiana CVS Pharmacy, L.L.C.; Pennsylvania CVS Pharmacy L.L.C.; CVS Health Corporation; Walgreen Co.; Walgreen Eastern Co.; Walmart Inc. f/k/a Wal-Mart Stores, Inc.; Wal-Mart Stores East, LP; and any and all other persons and entities named as Defendants in any lawsuit coordinated under or parallel to MDL No. 2804.

R. “*Effective Date*” means the date of Final Judgment.

S. “*Escrow Account*” means the interest-bearing account to be established and controlled by the Escrow Agent as set forth in Section IV.C.

T. “*Escrow Agent*” means the agent to be selected as set forth in Section IV.C.1.

U. “*Excluded Insurers*” means Aetna, Anthem, Cigna, Humana, and UnitedHealth, and includes:

1. the respective past and present officers, directors, members, trustees, and employees of any of the Excluded Insurers (each for actions that occurred during and related to their work for, or employment with, the Excluded Insurers);
2. all past and present joint ventures (whether direct or indirect) of each Excluded Insurer, including in any Excluded Insurer’s capacity as a participating member in such joint venture;
3. all direct or indirect parents and shareholders of the Excluded Insurer (solely in their capacity as parents or shareholders of the applicable Excluded Insurer); and
4. any insurer of any Excluded Insurer or any person or entity otherwise described in the definitions for Aetna, Anthem, Cigna, Humana, and UnitedHealth or in subsections (1)-(3) above (solely in its role as insurer of such person or entity and subject to the last sentence of Section I.QQ.).

V. “*Fairness Hearing*” means the proceedings to be held before the Court to determine whether the Class should be finally certified for settlement purposes; whether the Settlement should be approved as fair, reasonable, and adequate pursuant to Federal Rule of Civil Procedure 23(e)(2); whether a final judgment should be entered; and whether the motion for award of Attorneys’ Fees and Expenses and Service Awards, if any, should be granted.

W. “*Fee and Expense Award*” means an award by the Court of Attorneys’ Fees and Expenses.

X. “*Final Approval Order*” means the order entered by the Court, pursuant to Section V.H., approving this Agreement and directing the dismissal with prejudice of the Actions against the Settling Distributors. The Final Approval Order shall be substantially in the form of the order attached hereto as Exhibit J, subject to Section V.A.2.

Y. “*Final Judgment*” means the Final Approval Order when it has become final and non-appealable. The Final Approval Order shall be deemed to be the Final Judgment on: (a) the day following the expiration of the deadline for appealing the entry by the Court of the Final Approval Order (or for appealing any ruling on a timely motion for reconsideration of such Final Approval Order, whichever is later), if no such appeal is filed; or (b) if an appeal of the Final Approval Order is filed: (i) the date upon which all appellate courts with jurisdiction (including the United States Supreme Court by petition for certiorari) affirm such Final Approval Order, or deny any such appeal or petition for certiorari, such that no further appeal is possible; or (ii) if no appeal is filed from the appellate court decision obtained pursuant to clause (i), the day following the expiration of the deadline for filing a petition for certiorari to the United States Supreme Court.

Z. “*Humana*” means Humana Inc., Humana Medical Plan, Inc., Humana Health Plan, Inc., Humana Insurance Company, and includes: (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect), including all entities listed in Exhibit F; and (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1).

AA. “*Net Settlement Funds*” means the Settlement Funds, less the payments set forth in Section VII.C.

BB. “*Non-Party Covered Conduct Claim*” means a Claim against any Non-Released Entity involving, arising out of, or related to Covered Conduct (or conduct that would be Covered Conduct if engaged in by a Released Entity).

CC. “*Non-Party Settlement*” means a settlement by any Releasor that settles any Non-Party Covered Conduct Claim and includes a release of any Non-Released Entity.

DD. “*Non-Released Entity*” means an entity that is not a Released Entity.

EE. “*Notice*” means the Court-approved form of the notice advising Class Members of their rights with respect to this Agreement in accordance with Section V.D.

FF. “*Notice and Administrative Costs*” means the reasonable sum of money to be paid out of the Settlement Funds for Notice to the Class and related administrative costs, including taxes and tax service costs, as approved by the Court.

GG. “*Notice and Claims Administrator*” means the notice and claims administrator(s) to be selected by Co-Lead Class Counsel, with the consent of the Settling Distributors, and approved by the Court.

HH. “*Notice Order*” means the Court order authorizing the dissemination of Notice to the Class.

II. “*Notice Plan*” means the plan for distribution of Notice that is subject to Court approval as set forth in Section V.C.2.

JJ. “*Objection*” means a written objection to the Settlement, or any part of this Agreement, as set forth in Section V.F.

KK. “*Opioid Supply Chain Members*” means the Purdue, Teva, Allergan, Janssen, Endo, Mallinckrodt, CVS, Walgreens, and Walmart corporate entities, the Settling Distributors, and unnamed front groups, key opinion leaders, and pharmacy benefit managers (“*PBM*s”).

LL. “*Opt-Out Form*” has the meaning set forth in Section V.G.

MM. “*Plaintiffs*” means the Class Member Third Party Payors that filed cases against the Settling Distributors in federal court, which cases are coordinated as part of MDL No. 2804, or in state court, which cases are pending parallel to MDL No. 2804, including, but not limited

to, those Actions listed in Exhibit A. A list of Plaintiffs that filed cases against the Settling Distributors can be found in Exhibit B.

NN. “*Plan of Allocation*” means the plan or formula of allocation of the Settlement Funds, to be approved by the Court, whereby the Net Settlement Funds shall in the future be distributed to Class Members.

OO. “*Preliminary Approval Order*” means the order (or orders) of the Court preliminarily approving this Agreement and the Settlement, as set forth fully in Section V.C. The Preliminary Approval Order shall be substantially in the form of the order attached hereto as Exhibit I, subject to Section V.A.1.

PP. “*Product*” means any chemical substance, whether used for medicinal or nonmedicinal purposes, and whether natural, synthetic, or semi-synthetic, or any finished pharmaceutical product made from or with such substance, that is: (1) an opioid or opiate, as well as any product containing any such substance; (2) benzodiazepine, carisoprodol, or gabapentin; or (3) a combination or “cocktail” of chemical substances prescribed, sold, bought, or dispensed to be used together that includes opioids or opiates. Product shall include, but is not limited to, any substance consisting of or containing buprenorphine, codeine, fentanyl, hydrocodone, hydromorphone, meperidine, methadone, morphine, oxycodone, oxymorphone, tapentadol, tramadol, opium, heroin, carfentanil, diazepam, estazolam, quazepam, alprazolam, clonazepam, oxazepam, flurazepam, triazolam, temazepam, midazolam, carisoprodol, gabapentin, or any variant of these substances or any similar substance.

QQ. “*Qualifying Class Members*” means Class Members that submit a Claim Form and that have been determined by the Notice and Claims Administrator to be eligible under the Plan of Allocation to receive an Allocated Amount.

RR. “*Released Claims*” means any and all Claims, including Unknown Claims, against the Released Entities that directly or indirectly are based on, arise out of, or in any way relate to or concern the Covered Conduct. Without limiting the foregoing, Released Claims include any Claims that have been, are, or could be asserted against the Settling Distributors by any Releasor in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) directly or indirectly based on, arising out of, or relating to, in whole or in part, the Covered Conduct, whether or not such Releasor has brought such action or proceeding. Released Claims also include all Claims against Settling Distributors asserted in any proceeding to be dismissed pursuant to the Agreement, whether or not such Claims relate to Covered Conduct. The Settling Parties intend that this term be interpreted broadly. For the avoidance of doubt, Released Claims do not include Claims of individuals or entities outside the Class, including Claims by individuals for personal injuries. Nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.

SS. “*Released Entities*” means the Settling Distributors and:

1. all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect) of each Settling Distributor;

2. all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1);
3. the respective past and present officers, directors, members, trustees, and employees of any of the foregoing (each for actions that occurred during and related to their work for, or employment with, any of the Settling Distributors or the foregoing entities);
4. all past and present joint ventures (whether direct or indirect) of each Settling Distributor or its subsidiaries, including in any Settling Distributor's or its subsidiary's capacity as a participating member in such joint venture;
5. all direct or indirect parents and shareholders of the Settling Distributors (solely in their capacity as parents or shareholders of the applicable Settling Distributor with respect to Covered Conduct); and
6. any insurer of any Settling Distributor or any person or entity otherwise described in subsections (1)-(5) (solely in its role as insurer of such person or entity and subject to the last sentence of Section I.QQ.).

Any person or entity described in subsections (3)-(6) shall be a Released Entity solely in the capacity described in such clauses and shall not be a Released Entity with respect to its conduct in any other capacity. For the avoidance of doubt, CVS Health Corp., Walgreens Boots Alliance, Inc., and Walmart Inc. (collectively, the “*Pharmacies*” and each, a “*Pharmacy*”) are not Released Entities, nor are their direct or indirect past or present subsidiaries, divisions, predecessors, successors, assigns, joint ventures, shareholders, officers, directors, members, trustees, or employees (shareholders, officers, directors, members, trustees, and employees for actions related to their work for, employment with, or involvement with the Pharmacies) Released Entities. Notwithstanding the prior sentence, any joint venture or past or present subsidiary of a Settling Distributor is a Released Entity, including any joint venture between a Settling Distributor or any Settling Distributor's subsidiary and a Pharmacy (or any subsidiary of a Pharmacy); *provided, however*, that any joint venture partner of a Settling Distributor or a Settling Distributor's subsidiary is not a Released Entity unless it falls within subsections (1)-(6) above. For the avoidance of doubt, any entity acquired, or joint venture entered into, by a Settling Distributor after the Effective Date is not a Released Entity.

TT. “*Releasers*” means Plaintiffs, any Class Representatives, the Class, and each of their past, present, and future direct or indirect parents, subsidiaries, divisions, sister companies, affiliates, joint ventures, predecessors, assigns, related entities, holding companies, unincorporated business units, contractors, vendors, independent stockholders, officers, directors, insurers, general or limited partners, principals, employees, agents, attorneys, and any of their legal representatives (and the predecessors, heirs, executors, administrators, successors, and assigns of each of the foregoing), *provided, however*, that any entity excluded from being a Class Member under Section III.A.1.b. is excluded from the definition of Releaser. The inclusion or exclusion of a specific reference to a type of entity in this definition shall not be construed as meaning that the entity may not be a Class Member.

UU. “*Service Award(s)*” means any award made by the Court to the Class Representatives in connection with their service as representatives of the Class. Service Awards shall be paid from the Settlement Funds.

VV. “*Settlement*” means the settlement of the Released Claims between the Settling Parties on the terms and conditions set forth in this Agreement.

WW. “*Settlement Amount*” means the agreed upon total payment of three hundred million U.S. Dollars (\$300,000,000.00), inclusive of any and all expenses, fees, and costs, including without limitation any common benefit assessment owed pursuant to the Ongoing Common Benefit Order in MDL No. 2804, which sums represent compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) for costs incurred to pay for the care and treatment of individuals with substance use disorder, opioid use disorder, or other opioid-related conditions.

XX. “*Settlement Funds*” means the Settlement Amount plus any interest that may accrue on the Settlement Amount from the date the Settling Distributors pay the Settlement Amount or any portion thereof.

YY. “*Settling Distributors’ Counsel*” means Wachtell, Lipton, Rosen & Katz, Jenner & Block LLP, and Cravath, Swaine & Moore LLP, or any other law firm so designated in writing by the Settling Distributors.

ZZ. “*Third Party Payor*” means an entity meeting the criteria defined in Section III.A.1.a.

AAA. “*UnitedHealth*” means UnitedHealth Group, Inc., UnitedHealthcare Insurance Company, and UnitedHealthcare, Inc., and includes: (1) all past and present subsidiaries, divisions, predecessors, successors, and assigns (in each case, whether direct or indirect), including all entities listed in Exhibit G; and (2) all past and present subsidiaries and divisions (in each case, whether direct or indirect) of any entity described in subsection (1).

BBB. “*Unknown Claims*” means any Released Claim that a Class Member does not know or suspect to exist in their favor at the time of the release of the Released Entities that, if known by them, might have affected their settlement with and release of the Released Entities, or might have affected their decision not to object to this Settlement.

CCC. “*Walk-Away Right*” means the Settling Distributors’ right to terminate the Agreement as set forth in Section VI.C.

II. Representations and Warranties

A. **Class Representatives’ Representations and Warranties.** Class Representatives represent and warrant to Settling Distributors that the Class Representatives are members of the Class; have reviewed, and approve, the terms of this Agreement; and will take all actions reasonably necessary and appropriate to support and obtain this Settlement’s approval, implementation, and enforcement. Class Representatives further represent and warrant to Settling Distributors that: (1) no portion of any relief under this Agreement to which any of the

Class Representatives may be entitled has been assigned, transferred, or conveyed by or for any of the Class Representatives to any other person or entity, except: (a) as it relates to payments to counsel pursuant to any Fee and Expense Award or order of the Court; or (b) pursuant to any lawful grant from a governmental entity, loan, or lien; (2) each Class Representative has authority to release all Released Claims on behalf of itself and all other entities that are Releasors by virtue of their relationship or association with it; and (3) none of the Class Representatives will submit an Opt-Out Form, file an Objection, nor otherwise challenge the Settlement.

B. Class Counsel's Representations and Warranties. Class Counsel represents and warrants to the Settling Distributors as follows:

1. Class Counsel believes the Settlement is fair, reasonable, adequate, and beneficial to each Class Member and that participation in the Settlement would be in the best interests of each Class Member.
2. Because Class Counsel believes that the Settlement is in the best interests of each Class Member, Class Counsel will not solicit, or assist others in soliciting, Class Members to submit an Opt-Out Form, file an Objection, or seek any relief inconsistent with this Settlement.
3. Class Counsel has all necessary authority to enter into and execute this Agreement on behalf of Class Representatives and Class Members.
4. Each of the Class Representatives has approved and agreed to be bound by this Agreement.
5. The representations of each Class Representative set forth in Section II.A. are true and correct to the best of Class Counsel's knowledge.

C. Settling Distributors' Representations and Warranties. The Settling Distributors represent and warrant to Class Representatives as follows:

1. Each of the Settling Distributors has received legal advice from its attorneys regarding the advisability of entering into this Agreement and the legal consequences of this Agreement.
2. None of the Settling Distributors is relying on any statement, representation, omission, inducement, or promise by Class Representatives, Class Members, or Class Counsel, except those expressly stated in this Agreement.
3. Each of the Settling Distributors, with the assistance of its attorneys, has investigated the law and facts pertaining to the Released Claims and the Settlement.
4. Each of the Settling Distributors has carefully read, and knows and understands, the full contents of this Agreement and is voluntarily entering into this Agreement after having consulted with its attorneys.

5. Each of the Settling Distributors has all necessary authority to enter into this Agreement, has authorized the execution and performance of this Agreement, and has authorized the person signing this Agreement on its behalf to do so.

III. Class Definition

A. **Class Certification.** The Class Representatives and Settling Distributors agree jointly to request that the Court certify the Class defined below under Federal Rule of Civil Procedure 23(b)(3):

1. The Class shall consist of the following:

- a. All entities that paid and/or were reimbursed for: (i) opioid prescription drugs manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Opioid Supply Chain Members for purposes other than resale; and/or (ii) paid or incurred costs for treatment related to the misuse, addiction, and/or overdose of opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Class includes, but is not limited to: (a) private contractors of Federal Health Employee Benefits plans; (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804; (c) managed Medicaid plans; (d) plans operating under Medicare Part C and/or D; and (e) Taft-Hartley plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

- b. The following are excluded from the Class:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Distributors; (b) PBMs; (c) consumers; (d) fully insured plan sponsors; and (e) Excluded Insurers, including the related entities as listed in the definition of Excluded Insurers. For the avoidance of doubt: (i) entities that are administered or operated, but not owned, by an Excluded Insurer; and (ii) entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are an Excluded Insurer or are otherwise excluded; and

2. (a) the Settling Distributors and their subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of any Settling Distributor, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or parallel to MDL No. 2804.

B. **Ability to Cure Omissions.** In the event that the Settling Parties agree that an Action or entity was omitted from Exhibit A or B, the Settling Parties may, at any time before

entry of the Final Approval Order, amend such Exhibit to add such Action or entity. The Settling Parties agree that they will act reasonably in considering any claim of such omission.

C. **Certification for Settlement Purposes Only.** The Settling Parties agree that any certification of the Class will be for settlement purposes only. The Settling Parties do not waive or concede any position or arguments they have for or against certification of any class for any other purpose in any action or proceeding, and the Settling Parties retain full right and ability to contest any such class certification.

IV. Settlement Funds

A. **Settlement Payment.** The Settling Distributors shall pay the Settlement Amount in consideration of the covenants, agreements, and releases set forth herein.

1. The Settling Distributors shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00, into the Escrow Account at the Escrow Agent within fourteen (14) calendar days of the later of: (i) Preliminary Approval of the Agreement; or (ii) the Settling Distributors' receipt of the information and instructions required to effectuate the wire transfer. The Settling Distributors shall pay by wire transfer the remainder of the Settlement Amount (\$300,000,000.00, less any amount previously transferred into the Escrow Account to cover Notice and Administrative Costs and any Taxes and Tax Expenses that have come due) into the Escrow Account within thirty (30) calendar days of the Final Approval Order.
2. The Settlement Amount shall not be subject to reduction, and, upon the occurrence of the Effective Date, no funds may be returned to the Settling Distributors.
3. The Settlement Amount will be allocated among the Settling Distributors as follows: McKesson – 38.1%; Cencora – 31.0%; and Cardinal – 30.9%. The obligations of the Settling Distributors are several and not joint. No Settling Distributor shall be responsible for any portion of another Settling Distributor's share of the Settlement Amount.

B. **No Additional Payment Obligations.** The obligations incurred pursuant to this Agreement shall be in full and final disposition and settlement of all Released Claims. The Settlement Amount paid or provided by the Settling Distributors is their sole monetary obligation under this Agreement. Once the Settlement Amount is paid, the Settling Distributors shall have no further monetary obligations of any sort or kind to Plaintiffs, the Class, or any counsel for Plaintiffs pursuant to this Agreement or the Settlement. Under no circumstances will the Settling Distributors be required to pay more than the Settlement Amount pursuant to this Agreement and the Settlement set forth herein. For purposes of clarification, the payment of Taxes and Tax Expenses (as set out in Section IV.D.), any Fee and Expense Award, the Notice and

Administrative Costs, any Service Awards, and any other costs associated with the implementation of this Agreement, shall be exclusively paid from the Settlement Funds. Notwithstanding the foregoing, the Settling Distributors shall be responsible at their own cost, separate from the Settlement Amount, for providing such notices as the Class Action Fairness Act of 2005 may require.

C. The Escrow Account and Agent.

1. Plaintiffs shall arrange for the Escrow Account to be established at Citibank, N.A., with such bank serving as the Escrow Agent subject to an escrow agreement, and such escrow to be administered under the Court's continuing supervision and control. To the extent that there is any ambiguity or inconsistency when this Agreement and the escrow agreement are read together, the terms of this Agreement shall control.
2. The Escrow Agent shall invest the Settlement Amount deposited pursuant to Section IV.A. in U.S. agency or treasury securities or other instruments backed by the full faith and credit of the U.S. government or an agency thereof, or fully insured by the U.S. government or an agency thereof and shall reinvest the proceeds of these instruments as they mature in similar instruments at their then-current market rates; *provided, however*, that the Escrow Agent will not invest in any instruments that a "*qualified settlement fund*," within the meaning of Treas. Reg. § 1.468B-1, *et seq.*, is not permitted to invest in, pursuant to the Treasury regulations, or any modification in Internal Revenue Service ("*IRS*") guidelines, whether set forth in IRS rulings, other IRS pronouncements, or otherwise. All risks related to the investment of the Settlement Funds shall be borne by the Escrow Account, and any losses in the Escrow Account shall be borne by the Escrow Account and shall not be recoverable from the Settling Distributors. The Settling Distributors shall have no responsibility for, interest in, or liability whatsoever with respect to the investment decisions or the actions of the Escrow Agent or any transactions executed by the Escrow Agent related to the investment of the Settlement Funds.
3. The Escrow Agent shall not, and Class Counsel shall not instruct the Escrow Agent to, disburse the Settlement Funds, except as provided in the Agreement or by order of the Court. For the avoidance of doubt, the Escrow Agent is authorized, and Co-Lead Class Counsel is authorized to instruct the Escrow Agent, to execute such transactions as are consistent with the terms of the Agreement or as directed by the Court.
4. All funds held in the Escrow Account shall be deemed and considered to be *in custodia legis* of the Court, and shall remain subject to the jurisdiction of the Court, until such time as such funds are distributed pursuant to this Agreement and/or further order(s) of the Court.

D. Taxes.

1. The Escrow Account shall be, and shall be treated by the Settling Parties, the Escrow Agent, and Class Counsel as being at all times, a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1 (and corresponding or similar provisions of state, local, or foreign law, as applicable), and the Court shall have continuing jurisdiction over the Escrow Account, pursuant to Treas. Reg. § 1.468B-1(c)(1), and over Class Counsel as its tax administrator. Class Counsel shall not take any action or tax position inconsistent with such treatment. In addition, Class Counsel shall timely make such elections as necessary or advisable and do all things necessary to carry out the provisions of this Section IV.D, and shall, in any event, make any available “*relation-back election*” (as defined in Treas. Reg. § 1.468B-1(j)(2) (and corresponding or similar elections under state, local, or foreign law, as applicable)), back to the earliest permitted date. Such elections shall be made in compliance with the procedures and requirements contained in such regulations. It shall be the responsibility of Class Counsel to timely and properly prepare and deliver the necessary documentation for signature by all necessary parties, and thereafter to cause the appropriate filing to occur. Class Counsel agree to take any other reasonable actions as shall be necessary to ensure that the Escrow Account qualifies as a qualified settlement fund for federal and state income tax purposes, including, but not limited to, requesting the Court to formally: (i) approve the Escrow Account as a “qualified settlement fund” within the meaning of Treas. Reg. § 1.468B-1; and (ii) confirm its continuing jurisdiction over the Escrow Account. Notwithstanding anything in the Agreement to the contrary, Class Counsel shall not on behalf of or in connection with the Escrow Account request a private letter ruling, technical advice memorandum, or any other ruling or guidance from the IRS, or any other taxing authority on any matter without consulting with and obtaining the prior written consent of each Settling Distributor.
2. For the purpose of § 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. § 1.468B-2(k)(3) (and any corresponding or similar provisions of state, local, or foreign law, as applicable), the qualified settlement fund “administrator” shall be Class Counsel. Class Counsel shall satisfy the administrative requirements imposed by Treas. Reg. § 1.468B-2 (and any similar provisions of state, local, or foreign law, as applicable) by, for example: (i) satisfying any information reporting or withholding requirements imposed with respect to the Escrow Account, including with respect to any distributions from the Escrow Account; (ii) timely and properly filing or causing to be filed all informational and other tax returns or filings necessary or advisable with respect to the Escrow Account (including, without limitation, the returns described in Treas. Reg. § 1.468B-2(k)) and paying any taxes reported thereon; (iii) sending copies of all such tax returns and filings to the Settling Distributors; and

(v) providing instructions for the release of sufficient funds from the Escrow Account to pay all Taxes owed by the Escrow Account in accordance with Section IV.D.3. and Treas. Reg. § 1.468B-2 and any applicable state, local, or other tax laws. Such returns, as well as the relation-back election described in Section IV.D.1., shall be consistent with the provisions of this Section IV.D.2 and in all events shall reflect that all Taxes as defined in Section IV.D.3 on the income earned by the Escrow Account shall be paid out of the Settlement Funds as provided in Section IV.D.3. Each Released Entity shall provide to the administrator and the IRS the statement described in Treas. Reg. § 1.468B-3(e)(2) no later than February 15 of the year following each calendar year in which such Released Entity makes a transfer to the Escrow Account. The Released Entities shall have no responsibility or liability for the Escrow Account's tax returns or other filings.

3. The following shall be paid out of the Settlement Funds: (i) all taxes (including any estimated taxes, interest, or penalties) arising with respect to the income earned by the Escrow Account, including, without limitation, any taxes or tax detriments that may be imposed upon the Settling Distributors, their counsel, or any Released Entity with respect to any income earned by the Escrow Account for any period during which the Escrow Account does not qualify as a qualified settlement fund for federal or state income tax purposes (collectively, "*Taxes*"); and (ii) all expenses and costs incurred in connection with the operation and implementation of this Section IV.D.3, including, without limitation, expenses of tax attorneys and/or accountants (including the Escrow Agent) and mailing and distribution costs and expenses relating to filing (or failing to file) the returns described in this Section IV.D.3 (collectively, "*Tax Expenses*"). In all events, neither the Settling Distributors nor any other Released Entity nor their counsel shall have any liability or responsibility for the Taxes described in clause (i) above or the Tax Expenses. With funds from the Escrow Account, the Escrow Agent and Class Counsel shall indemnify and hold harmless the Settling Distributors and any other Released Entity and their counsel for Taxes described in clause (i) above and Tax Expenses (including, without limitation, Taxes payable by reason of any such indemnification). Further, Taxes described in clause (i) above and Tax Expenses shall be treated as, and considered to be, a cost of administration of the Escrow Account and shall timely be paid, at Class Counsel's direction, by the Escrow Agent out of the Settlement Funds without prior order from the Court. Class Counsel and the Escrow Agent shall be obligated (notwithstanding anything herein to the contrary) to withhold from distribution to Class Members or Class Counsel, as the case may be, any funds necessary to pay such amounts, including the establishment of adequate reserves for any Taxes and Tax Expenses (as well as any amounts that may be required to be withheld under Treas. Reg. § 1.468B-2(1)(2)) (and any corresponding or similar provisions of state, local, or foreign law, as applicable). Neither the

Settling Distributors nor any Released Entity nor their counsel is responsible therefor, nor shall they have any liability therefor. The Settling Parties agree to cooperate with the Escrow Agent, Class Counsel, each other, their tax attorneys, and their accountants to the extent reasonably necessary to carry out the provisions of this Section IV.D.3 and with respect to any tax claim, dispute, investigation, audit, examination, contest, litigation, or other proceeding relating to the Agreement.

4. The Settling Parties and Class Counsel agree that: (i) each of the Class Members is enforcing its rights as a private party and is not enforcing any rules or exercising any regulatory powers, in either case as part of a governmental function; and (ii) the Settlement Amount is being paid as compensatory restitution (within the meaning of 26 U.S.C. § 162(f)(2)(A)) in order to restore, in whole or in part, the Class Members to the same position or condition that they would be in had the Class Members not suffered alleged damage or harm allegedly caused by the Settling Distributors. Upon request by any Settling Distributor, the Class Representatives and Class Counsel agree to perform such further acts and to execute and deliver such further documents as may be reasonably necessary for the Settling Distributors to establish the tax treatment described in this paragraph to the satisfaction of their tax advisors, their independent financial auditors, the IRS, or any other governmental authority, including as contemplated by Treasury Regulations Section 1.162-21(b)(3)(ii) and any other subsequently proposed or finalized relevant regulations or administrative guidance.

V. Approval and Notice

A. Approval and Effectiveness.

1. It is a condition to the Settlement that: (a) within a reasonable time period after execution of this Agreement, the Court approve and enter the Preliminary Approval Order, substantially in the form attached as Exhibit I, provided that any material modification to the Preliminary Approval Order must be acceptable to the Class Representatives and Settling Distributors; and (b) the Preliminary Approval Order remain in full force and effect until entry of the Final Approval Order. Any material modification to the Settlement imposed by the Court as a condition of its Preliminary Approval Order must be agreed to by the Class Representatives and Settling Distributors in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Preliminary Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.

2. It is a condition to the Settlement that: (a) within a reasonable time period after the Preliminary Approval Order, including a reasonable period for notice to the Class and other settlement approval-related dates and deadlines as set by the Court, the Court approves and enters the Final Approval Order, substantially in the form attached as Exhibit J, provided that any material modification to the Final Approval Order must be acceptable to the Class Representatives and Settling Distributors; and (b) the Final Approval Order remains in full force and effect until it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court as a condition of its Final Approval Order must be agreed to by the Class Representatives and Settling Distributors in order for the Agreement to remain binding. For the avoidance of doubt, any modification to the Final Approval Order that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
3. It is a condition to the Settlement that the Final Approval Order not be reversed, vacated, or substantially modified on appeal, a motion for reconsideration, or other review and that it becomes a Final Judgment. Any material modification to the Settlement imposed by the Court or an appellate court, subsequent to the Final Approval Order, must be agreed to by the Class Representatives and Settling Distributors in order for the Agreement to remain binding. For the avoidance of doubt, any modification imposed by the Court or an appellate court that would alter Section IX of this Agreement is deemed a material modification. Any modification relating to Attorneys' Fees and Expenses or Service Awards is not a material modification.
4. The Settling Parties agree that the Settlement is not final and enforceable until the Effective Date, except as to any provisions that the Agreement provides shall occur prior to the Effective Date. The Preliminary Approval Order and the Final Approval Order shall be enforceable upon entry in accordance with their terms.

B. Reasonable Best Efforts to Effectuate This Settlement. The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. The Settling Parties will continue to work cooperatively to complete and submit promptly to the Court for approval the Motions for Preliminary Approval and Final Approval and such additional documentation as may be necessary for the Court to make the determinations required hereunder, and to address any concerns regarding the Agreement or the Settlement identified by the Court or any court of appeal.

C. Preliminary Approval.

1. No later than 30 days after the execution of this Agreement, Class Counsel shall submit the Agreement together with its Exhibits to the Court and shall apply for entry of the Preliminary Approval Order (the “*Motion for Preliminary Approval*”) pursuant to Federal Rule of Civil Procedure 23(e).
2. The Motion for Preliminary Approval shall request the entry of a Preliminary Approval Order that includes: (i) the findings required by Federal Rule of Civil Procedure 23(e)(1)(B); (ii) approval of the Notice and proposed Notice Plan; (iii) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (iv) the appointment of the Escrow Agent as set forth in Section IV.C.; (v) continuing the stay of all MDL 2804 TPP Actions as to the Settling Distributors until the Court has made its final settlement approval determination; (vi) severing and staying the Actions brought by the TPP Bellwether Plaintiffs and all Class Representatives as to the Settling Distributors until the Court has made its final settlement approval determination; and (vii) enjoining all Settlement Class Members from filing, commencing, prosecuting, continuing, litigating, or intervening in or participating as class members in, any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class. The Preliminary Approval Order shall provide that if this Agreement is not approved, is voided, terminated, or fails to become effective for any reason, the Settling Parties shall be returned to the status quo that existed immediately prior to May 1, 2024, except as expressly provided herein.
3. Class Counsel shall provide the Settling Distributors with a draft of their Motion for Preliminary Approval, together with any accompanying memorandum of law and proposed form of notice, at least five (5) business days in advance of filing and shall consider in good faith any suggestions that the Settling Distributors may have. Class Counsel shall not file such a motion without the Settling Distributors’ consent, which consent shall not be unreasonably withheld.

D. Notice to the Class.

1. Notice of the Settlement shall be given as soon as practicable after Preliminary Approval and, in any event, the notice process shall commence no later than fourteen (14) calendar days following the entry of the Preliminary Approval Order. Notice shall be provided by the Notice and Claims Administrator to Class Members, subject to any modifications required by the Court. Any Opt-Out or Objection requirements set out in the Notice, as approved by the Court in its Preliminary Approval Order, shall substantially reflect the Opt-Out and Objection requirements as set forth in this Agreement.

2. Class Counsel shall submit to the Court for approval a proposed form of, method for, and schedule for dissemination of Notice to the Class. The Motion for Preliminary Approval shall recite and ask the Court to find that the proposed form of and method for dissemination of Notice to the Class constitutes valid, due, and sufficient notice, constitutes the best notice practicable under the circumstances, and complies fully with the requirements of Federal Rule of Civil Procedure 23.
3. Class Counsel shall seek an order authorizing and ordering the Notice and Claims Administrator to submit a report to the Court, Class Counsel, and Settling Distributors (an “*Opt-Out Report*”), which shall be provided no later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, identifying all requests to be excluded from the Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. or were otherwise inadequate.
4. No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Class Counsel shall serve on Settling Distributors and file with the Court proof, by affidavit or declaration, of such dissemination.

E. **CAFA Notice.** Pursuant to the Class Action Fairness Act of 2005, 28 U.S.C. § 1715, Settling Distributors shall serve notice of the Settlement on the appropriate federal and state officials no later than ten (10) calendar days after the filing of this Agreement with the Court. If the Settlement does not become final for any reason, the Settling Distributors shall not recover the notice and notice administration costs, including any costs of providing notice pursuant to the Class Action Fairness Act of 2005, which Settling Distributors shall pay separate from the Settlement Amount.

F. **Objections to Settlement.**

1. **Form of Objection & Deadline for Filing.** The Notice shall require that any Objection to the Settlement, or any part of this Agreement, including Attorneys’ Fees and Expenses, the Class Representatives’ Service Awards, or the Plan of Allocation, be in writing. The deadline for filing the Objection with the Court shall be forty-five (45) calendar days after commencement of the dissemination of the Notice.
2. **Content of Objection.** The written Objection filed with the Court shall:
(a) state the name, address, and telephone number of the objector and must be signed by the objector even if represented by counsel; (b) state that the objector is objecting to the proposed Settlement, Plan of Allocation, the application for Attorneys’ Fees and Expenses, and/or application for Service Awards to Class Representatives; (c) state the Objection(s) and the specific reasons for each Objection, including any legal and evidentiary support the objector wishes to bring to the Court’s attention; (d) state

whether the Objection applies only to the objector, to a subset of the Class, or to the entire Class; (e) identify all class actions to which the objector and its counsel have previously objected; (f) include documents sufficient to prove the objector's membership in the Class, such as the objectors' status as a Third Party Payor within the Class; (g) state whether the objector intends to appear at the Fairness Hearing; (h) if the objector intends to appear at the Fairness Hearing through counsel, state the identity of all attorneys who will appear on the objector's behalf at the Fairness Hearing; and (i) state that the objector submits to the jurisdiction of the Court with respect to the Objection or request to be heard and the subject matter of the Settlement of the Action, including, but not limited to, enforcement of the terms of the Settlement.

3. **Waiver.** Any Class Member that does not object in the manner provided herein shall be deemed to have waived such Objection and shall forever be foreclosed from making any Objection to the fairness or adequacy of the proposed Settlement, the Plan of Allocation, the Attorneys' Fees and Expenses, or to any Service Award, unless otherwise ordered by the Court. All presentations of Objections will be further limited by the information listed in the Objection. A Class Member's compliance with the foregoing requirements does not in any way guarantee a Class Member the ability to present evidence or testimony at the Fairness Hearing. The decision whether to allow any testimony, argument, or evidence, as well as the scope and duration of any and all presentations of Objections at the Fairness Hearing, will be in the sole discretion of the Court.

G. Opt-Out.

1. Any entity within the Class that wishes to opt out of the Class and Settlement must submit a written and signed statement entitled, "Opt-Out Form" to the Notice and Claims Administrator and email it to Settling Distributors and Class Counsel as set forth in the Notice. The Opt-Out Form must certify, under penalty of perjury in accordance with 28 U.S.C. § 1746, that the submitting entity is acting on its own behalf, is included in the Class definition, and is legally authorized to exclude itself from the Settlement and must: provide the submitting entity's name, address, telephone number and email address (if available); provide the complaint and docket number of any case in which the submitting entity is a Plaintiff against the Settling Distributors related to the Covered Conduct; and be received by the Notice and Claims Administrator, Class Counsel, and Settling Distributors no later than the date designated for such purpose in the Notice.
2. The standing and Class Member-eligibility-status of entities that submit Opt-Out Forms will be subject to confirmation by the Notice and Claims Administrator.

3. An Opt-Out Form that fails to satisfy any of the requirements set forth in Section V.G.1, including, but not limited to, the provision of inaccurate or incomplete information, shall be null and void and shall have no effect whatsoever on the entity's membership in the Class.
4. All Opt-Out Forms must be served on such schedule as the Court may direct. In seeking Preliminary Approval, Class Counsel will request that the deadline for receipt of Opt-Out Forms be forty-five (45) calendar days after commencement of dissemination of Notice.
5. Opt-Out Forms shall be deemed valid only for the entity named in the request.
6. Opt-Out Forms shall be deemed timely if received by the Notice and Claims Administrator, Class Counsel, and the Settling Distributors no later than the date designated for such purpose in the Notice.
7. Any entity that submits a timely and valid Opt-Out Form in accordance with Section V.G.1. shall not: (i) be bound by any orders or judgments effecting the Settlement; (ii) be entitled to any of the relief or other benefits provided under this Agreement; (iii) gain any rights by virtue of this Agreement; or (iv) be entitled to submit an Objection.
8. Any Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1. submits to the jurisdiction of the Court and, unless the Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Class Member may have asserted.
9. No "mass," "class," "group," or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition, including, but not limited to, the entity's subsidiaries, affiliated or related companies or business entities, divisions, partnerships, joint ventures, clients, customers, or administrative services organization.
10. **Opt-Out Report.** No later than seven (7) calendar days after the deadline set by the Court for receipt of the Opt-Out Forms, and prior to the Fairness Hearing, the Notice and Claims Administrator shall submit to the Court, Class Counsel, and Settling Distributors the Opt-Out Report as described in Section V.D.3.

H. Motion for Final Approval and Entry of Final Judgment.

1. On or before the deadline set by the Court in the Preliminary Approval Order, Class Counsel shall file a motion for final approval of the Settlement (the "*Motion for Final Approval*"). In the Motion for Final Approval and at the Fairness Hearing, the Settling Parties will request that

the Court: (a) enter the Final Approval Order substantially in the form attached as Exhibit J to this Agreement, provided that any material modification to the Final Approval Order must be acceptable to the Class Representatives and Settling Distributors; (b) finally certify the Class; (c) approve and adopt the Agreement as final, fair, reasonable, adequate, and binding on all Class Members; (d) enter judgment dismissing the Actions with prejudice and directing the dismissal with prejudice of any of the Actions not before the Court; and (e) permanently enjoin any Class Member from asserting or pursuing any Released Claim against any Released Entity in any forum. The Final Approval Order and Final Judgment shall contain provisions:

- a. certifying the Class for settlement purposes; fully and finally approving the Settlement contemplated by this Agreement and its terms as being fair, reasonable, and adequate within the meaning of Federal Rule of Civil Procedure 23 and directing its consummation pursuant to its terms and conditions; and finding that the Notice given to the Class Members constituted the best notice practicable under the circumstances and complies in all respects with the requirements of Federal Rule of Civil Procedure 23 and due process;
- b. entering judgment dismissing the Actions coordinated under MDL No. 2804 with prejudice as to the Settling Distributors and, except as provided for herein, without costs;
- c. directing Plaintiff Class Members to dismiss the other Actions not coordinated under MDL No. 2804 with prejudice as to the Settling Distributors and, except as provided for herein, without costs;
- d. discharging and releasing the Released Entities from all Released Claims;
- e. permanently barring and enjoining the institution and prosecution by Class Members of any other action against the Released Entities in any forum asserting any Claims related in any way to the Released Claims;
- f. reserving and continuing exclusive jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent, Class Counsel as the Escrow Account's tax administrator, and all future proceedings concerning the administration, consummation, and enforcement of this Agreement;
- g. determining pursuant to Federal Rule of Civil Procedure 54(b) that there is no just reason for delay and directing entry of a Final Approval Order as to Plaintiffs and the Settling Distributors; and
- h. containing such other and further provisions consistent with the terms of this Agreement to which the Settling Parties expressly consent in writing.

Class Counsel also will request that the Court approve the proposed Plan of Allocation and application for attorneys' fees and reimbursement of expenses, as described in Section VIII.A.

2. Class Counsel shall provide the Settling Distributors with a draft of the Motion for Final Approval, together with any accompanying memorandum of law at least five (5) business days in advance of filing and shall consider in good faith any comments the Settling Distributors may have. Class Counsel shall not file such a motion without the Settling Distributors' consent, which consent shall not be unreasonably withheld.

VI. Conditions of Settlement; Effect of Disapproval, Cancellation, or Termination

A. Occurrence of Effective Date.

1. Upon the Effective Date, any and all remaining interest or right of the Settling Distributors in or to the Settlement Funds, if any, shall be absolutely and forever extinguished, and the Settlement Funds (less any Notice and Administrative Costs, Taxes, Tax Expenses, or Fee and Expense Award paid) shall be transferred from the Escrow Agent to the Notice and Claims Administrator as successor Escrow Agent within ten (10) business days of the Notice and Claims Administrator notifying Class Counsel it is ready to distribute the Net Settlement Funds, which must be after the Effective Date.
2. Upon the Effective Date, Plaintiffs shall dismiss the Actions with prejudice as to the Released Entities, including all Actions listed on Exhibit A, as provided for in the Final Approval Order.

B. Failure of Effective Date to Occur.

1. In the event that the Effective Date does not occur, for whatever reason, including for the reasons set forth in Sections VI.C.-E., then this Agreement shall be cancelled and terminated, unless the Settling Parties mutually agree in writing to proceed with this Agreement. The Settlement Funds shall be returned to Settling Distributors, less interest accrued on the Escrow Account, any Notice and Administrative Costs, and any Taxes or Tax Expenses paid, incurred, or due and owing (the "*Termination Refund*"), pursuant to written instructions from Settling Distributors' Counsel to Class Counsel. Class Counsel will promptly provide all necessary instructions to the Escrow Agent to effectuate the foregoing sentence. The Termination Refund shall be allocated among the Settling Distributors consistent with the allocation in Section IV.A.3.
2. Upon receipt of the Termination Refund, this Agreement shall terminate, and it, the Settling Distributors' obligations under it, and all releases contained herein shall become null and void. In the event of such a termination: (a) no Class will be deemed certified as a result of this

Agreement; (b) all orders of the Court preliminarily or otherwise approving the Settlement shall be vacated; (c) the Settling Parties shall be returned to the status quo that existed in the Actions immediately prior to May 1, 2024 (subject to appropriate extensions of deadlines to enable the Actions to proceed); and (d) the Settling Parties shall retain all of their respective rights and defenses as of immediately prior to May 1, 2024. The Settling Parties shall then proceed in all respects as if this Agreement and any related orders had not been executed.

C. Walk-Away Right.

1. No later than seven (7) calendar days following the deadline set by the Court for Class Members to opt out from the Class, Class Counsel shall provide Settling Distributors' Counsel with the Opt-Out Report.
2. Settling Distributors may, in their sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Class Counsel within fifteen (15) business days following receipt by Settling Distributors from Class Counsel of the Opt-Out Report (the "*Walk-Away Right*"), unless such date is extended by mutual agreement of Class Counsel and Settling Distributors. In deciding whether to exercise the Walk-Away Right, Settling Distributors shall consider such factors as they deem relevant, including the purposes of the Settlement and the number or nature of valid and timely opt-outs, and shall, if Class Counsel so request, meet with Class Counsel. If Settling Distributors do not provide written notice of the exercise of the Walk-Away Right to Class Counsel in accordance with this paragraph, the Walk-Away Right shall be waived. The decision to exercise the Walk-Away Right shall be unreviewable.
3. With respect to any member of the Class that timely elected to opt out and is therefore not a member of the Class, Settling Distributors reserve all of their legal rights and defenses.

D. Termination.

1. This Agreement may be terminated by either the Settling Distributors or Class Counsel by serving on counsel for the other parties and filing with the Court a written notice of termination within ten (10) business days (or such longer time as may be agreed between Settling Distributors and Class Counsel) after any of the following occurrences:
 - a. the Court, or any appellate court(s), rejects, materially modifies, or materially amends or changes the Settlement (with the exception of any provision of the Settlement relating to Attorneys' Fees and Expenses or any Service Awards);

b. the Court, or any appellate court(s), declines to enter without material change the material terms in the proposed Preliminary Approval Order or the proposed Final Approval Order;

c. an appellate court reverses the Final Approval Order, and the Settlement is not reinstated and finally approved without material change by the Court on remand; or

d. the Effective Date does not otherwise occur.

E. No Court Approval.

1. If the Court declines to or does not enter the Preliminary Approval Order or the Final Approval Order, or if the Final Approval Order does not become a Final Judgment because it is reversed, vacated, or modified on appeal, a motion for reconsideration, or other review, the Actions against the Released Entities will resume unless within thirty (30) calendar days of such event, the Settling Parties mutually agree in writing to: (a) seek reconsideration or appellate review of any decision denying entry of such order; (b) attempt to renegotiate the Settlement and seek Court approval of the renegotiated settlement; and/or (c) comply with other guidance or directives the Court has provided.
2. If the litigation against the Released Entities resumes pursuant to Section VI.E.1. or the Settling Parties seek reconsideration and/or appellate review of any decision denying entry of the Preliminary Approval Order or Final Approval Order or the decision reversing, vacating, or materially modifying the Final Approval Order and such further reconsideration and/or appellate or other review is denied: (a) the Escrow Agent shall, within seven (7) calendar days of receiving written notice of such resumption or the denial of further reconsideration or appellate review, repay to the Settling Distributors the Termination Refund as of the date on which notice is received; and (b) this Agreement shall terminate upon receipt of the Termination Refund.

VII. Notice and Claims Administrator

A. **Time to Appeal.** The time to appeal from approval of the Settlement shall commence upon the Court's entry of the Final Approval Order regardless of whether or not either the Plan of Allocation or an application for Attorneys' Fees and Expenses or Service Awards has been submitted to the Court or resolved.

B. **Selection of Notice and Claims Administrator.** Co-Lead Class Counsel shall nominate, subject to the consent of the Settling Distributors, an entity to serve as Notice and Claims Administrator that shall be subject to appointment by the Court in the Preliminary Approval Order, and that meets the following requirements:

1. The Notice and Claims Administrator may not be an entity that has acted as counsel, or otherwise represented a party, in Claims relating to opioids.
2. The Notice and Claims Administrator shall have the authority to perform all actions consistent with the terms of this Agreement that the Notice and Claims Administrator deems to be reasonably necessary to effectuate the notice. Subject to the Court's approval, the Notice and Claims Administrator may retain any entity that the Notice and Claims Administrator deems to be reasonably necessary to provide assistance in effectuating Notice to the Class.
3. The Notice and Claims Administrator's role generally shall include administration of the proposed Settlement, including reviewing, analyzing, and approving Claim Forms, including all supporting documentation, as well as determining any Qualifying Class Member's Allocated Amount and overseeing distribution of the Net Settlement Funds.
4. Any successor to the initial Notice and Claims Administrator shall be subject to appointment by the Court, with the consent of all Settling Parties, shall fulfill the same functions from and after the date of succession, and shall be bound by the determinations made by the predecessor(s) to date.
5. The Notice and Claims Administrator shall have no authority to alter in any way the Settling Parties' or Class Members' rights and obligations under the Agreement.
6. The Settling Distributors, Settling Distributors' Counsel, and Released Entities shall have no involvement with or responsibility for supervising the Notice and Claims Administrator and are not subject to the authority of the Notice and Claims Administrator.
7. All fees, costs, and expenses incurred in the administration and/or work by the Notice and Claims Administrator, including fees, costs, and expenses of the Notice and Claims Administrator, as well as the costs of distributing the Notice, shall be paid from the Settlement Funds. Settling Distributors shall have no obligation to pay any such fees, costs, and expenses other than the Settlement Amount.

C. Distribution of Settlement Funds.

1. Upon further orders of the Court, the Notice and Claims Administrator, subject to such supervision and direction of the Court and/or Co-Lead Class Counsel, as may be necessary or as circumstances may require, shall administer the claims submitted by Class Members and shall oversee distribution of the Settlement Funds, including distribution of the Net Settlement Funds to Class Members pursuant to the Plan of Allocation.

Subject to the terms of this Agreement and any order(s) of the Court, the Settlement Funds shall be applied as follows:

- a. to pay all costs and expenses reasonably and actually incurred in connection with providing Notice to the Class, in connection with administering and distributing the Net Settlement Funds to Class Members, and in connection with paying escrow fees and costs, if any;
 - b. to pay all costs and expenses, if any, reasonably and actually incurred in soliciting claims and assisting with the filing and processing of such claims;
 - c. to pay Taxes and Tax Expenses as defined herein;
 - d. to pay any Fee and Expense Award, and any Service Awards to Class Representatives, that are approved by the Court, subject to and in accordance with the Agreement; and
 - e. to distribute the balance of the Net Settlement Funds to Class Members as allowed by the Agreement, the Plan of Allocation, or order of the Court.
2. No amount may be disbursed from the Settlement Funds until the Effective Date, except that: (a) Notice and Administrative Costs, to the extent authorized by the Court, may be paid from the Settlement Funds as they become due; and (b) Taxes and Tax Expenses may be paid from the Settlement Funds as they become due.

D. Distribution of Net Settlement Funds.

1. Upon the Effective Date and thereafter, and in accordance with the terms of this Agreement, the Plan of Allocation, and any further order(s) of the Court as may be necessary or as circumstances may require, the Net Settlement Funds shall be distributed to Class Members.
2. The Net Settlement Funds shall be distributed to Class Members that submit a Claim Form in accordance with a Plan of Allocation to be approved by the Court. No funds from the Net Settlement Funds shall be distributed until after the Effective Date.
3. All Class Members shall be subject to and bound by the provisions of this Agreement, the releases contained herein, and the Final Judgment with respect to all Released Claims.

E. No Liability for Distribution of Escrow Account. Neither the Released Entities nor their counsel shall have any responsibility for, interest in, or liability whatsoever with respect to the distribution of the Escrow Account; the Plan of Allocation; the determination, administration, or calculation of claims; the Escrow Account's qualification as a "qualified

settlement fund”; the payment or withholding of Taxes or Tax Expenses; the distribution of the Net Settlement Funds; or any losses incurred in connection with any such matters. The Releasors hereby fully, finally, and forever release, relinquish, and discharge the Released Entities and their counsel from any and all such liability. No entity shall have any claim against Class Counsel or the Notice and Claims Administrator based on the distributions made substantially in accordance with the Agreement and the Settlement contained herein, the Plan of Allocation, or further orders of the Court.

F. **Balance Remaining in Net Settlement Funds.** If there is any balance remaining in the Net Settlement Funds (whether by reason of tax refunds, uncashed checks, or otherwise), such balance shall be distributed in accordance with the Plan of Allocation or further order of the Court (but not to the Settling Distributors).

G. **Orders Regarding Plan of Allocation.** Any order or proceeding solely relating to the Plan of Allocation, including any adjustments to any Class Member’s claim, shall not operate to terminate or cancel this Agreement or affect the finality of the Final Judgment, or any other orders entered pursuant to this Agreement.

VIII. Attorneys’ Fees and Expenses and Service Awards

A. **Fee and Expense Application.** Class Counsel may submit an application (the “*Fee and Expense Application*”) for distributions from the Settlement Funds for: (a) an award of attorneys’ fees; (b) reimbursement of expenses incurred in connection with prosecuting the Action; and (c) any interest on such Attorneys’ Fees and Expenses at the same rate and for the same periods as earned by the Settlement Funds, as appropriate, and as may be awarded by the Court.

B. **Payment of Fee and Expense Award.** Any amounts that are awarded by the Court pursuant to Section VIII.A. shall be paid from the Settlement Funds consistent with the provisions of this Agreement.

C. **Award and Allocation of Attorneys’ Fees and Costs.** The award, payment, and allocation of attorneys’ fees and costs under this Agreement and/or the Plan of Allocation are subject to Court approval under Federal Rule of Civil Procedure 23(h) and to the Court’s common benefit-related orders. The amount awarded by the Court for attorneys’ fees is subject to and shall include the common benefit obligations due under the Court’s common benefit-related orders, which shall be allocated by the Fee Panel among qualified applicants: firms that: (1) represent litigating Third Party Payors against the Settling Distributors (parallel to requirements in prior governmental entity settlements); and (2) did work that inured to the common benefit. The fee award net of the common benefit assessment shall be allocated by Co-Lead Class Counsel among counsel who have performed authorized work for the benefit of the Settlement Class, with any appeals to such allocation going to Special Master Cohen.

D. **Orders Regarding Fee and Expense Award.** The procedure for, and the allowance or disallowance by the Court of, the Fee and Expense Application are not part of the Settlement set forth in this Agreement. Any order or proceeding solely relating to the Fee and Expense Application, including any appeal from any Fee and Expense Award or any other order

relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G. and VI.C.

E. No Liability for Fees and Expenses of Class Counsel. Neither the Released Entities nor their counsel shall have any responsibility for or liability whatsoever with respect to any payment(s) to Class Counsel pursuant to this Agreement and/or to any other entity or person that may assert some claim thereto or any Fee and Expense Award that the Court may make in the Action, other than as set forth in this Agreement.

F. Service Award. Settlement Class Counsel may apply to the Court, upon Notice to the Class, for appropriate Service Awards for Settlement Class Representatives in connection with their representation of the Class, subject to the discretion and approval of the Court. The Service Awards shall be paid from the Settlement Funds, and Settling Distributors shall have no obligation to pay any Service Award or any other fees, costs, or expenses other than the Settlement Amount. Any order or proceeding solely relating to the Service Award, including any appeal from any Service Award or any other order relating thereto or reversal or modification thereof, shall not operate to terminate or cancel this Agreement, or affect or delay the finality of the Final Judgment and the Settlement of the Actions as set forth herein, *provided* that any such order or proceeding has no impact on any other aspect of the Settlement or this Agreement, including, without limitation, Sections V.G. and VI.C.

IX. Releases and Dismissal

A. No Future Actions Following Release. As of the Effective Date, the Released Entities will be fully, finally, and forever released and discharged from all of the Releasers' Released Claims. Each Releaser will, on or before the Effective Date, hereby absolutely, unconditionally, and irrevocably covenant not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever, whether on its own behalf, or as part of any putative, purported, or certified class. The releases provided for in this Agreement are intended by the Settling Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims. This Agreement shall be a complete bar to any Released Claim. Other than as set forth herein, this Agreement does not include any provisions for injunctive relief. Class Members shall look solely to the Settlement Funds for settlement and satisfaction against the Settling Distributors of all Claims that are released hereunder.

B. Claim-Over and Non-Party Settlement.

1. The payments made under this Agreement shall be the sole payments made by the Released Entities to Class Members involving, arising out of, or related to the Released Claims. Claims by Class Members against non-parties shall not result in additional payments by the Released Entities, whether through contribution, indemnification, or any other means.

2. No Released Entity shall seek to recover for amounts paid under this Agreement based on indemnification, contribution, or any other theory from a manufacturer, pharmacy, hospital, pharmacy benefit manager, health insurer, third-party vendor, trade association, distributor, or health care practitioner, provided that a Released Entity shall be relieved of this prohibition with respect to any entity that asserts a Claim-Over against it. For the avoidance of doubt, nothing herein shall prohibit a Released Entity from recovering amounts owed pursuant to insurance contracts.
3. To the extent that, on or after the Effective Date, any Releasor enters into a Non-Party Settlement, including any plan of reorganization (whether individually or as a class of creditors), the Releasor will include (or in the case of a Non-Party Settlement made in connection with a bankruptcy case, will cause the debtor to include), unless prohibited from doing so under applicable law, in the Non-Party Settlement a prohibition on contribution or indemnity of any kind substantially equivalent to that required from Settling Distributors in Section IX.B.2. or a release from such Non-Released Entity in favor of the Released Entities (in a form equivalent to the releases contained in this Agreement) of any Claim-Over. The obligation to obtain the prohibition and/or release required by this subsection is a material term of this Agreement.
4. It is the intent of the Parties that the Agreement meets the Uniform Contribution Among Tortfeasors Act and any similar state law or doctrine that reduces or discharges a released party's liability to pay other parties.
5. The provisions of this Section IX.B. are intended to be implemented consistent with these principles. This Agreement and the releases and dismissals provided for herein are made in good faith.
6. In the event that any Class Member obtains a judgment with respect to a Non-Released Entity and such Non-Released Entity asserts a Non-Party Covered Conduct Claim against the Released Entities related to the Released Claims, that Class Member and the Settling Distributors shall take the following actions to ensure that the Released Entities do not pay more with respect to the Released Claims to Class Members or to Non-Released Entities than the amounts owed under this Agreement by the Settling Distributors:
 - a. The Settling Distributors shall notify the Class Member of the Claim-Over within sixty (60) days of the assertion of the Claim-Over or within sixty (60) days of the Effective Date, whichever is later.
 - b. The Settling Distributors' payment obligations under this Agreement are and shall be binding, notwithstanding the existence of any Claim-Over. In no event shall any Class Member be required to forego, disgorge,

diminish, or alter any amounts owing under this Agreement as a result of any Claim-Over.

c. The Settling Distributors and the Class Member shall meet and confer concerning the means to hold the Released Entities harmless and ensure that the Settling Distributors or Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by the Settling Distributors under this Agreement.

d. The Class Member and the Settling Distributors shall take steps sufficient and permissible under applicable law to hold the Released Entities harmless from the Claim-Over and ensure the Released Entities are not required to make any payment with respect to the Released Claims beyond the Settlement Amount owed by the Settling Distributors under this Agreement. Such steps shall include, where permissible:

(i) support by Releasors of a motion to dismiss or such other appropriate motion as may be filed by the Settling Distributors or Released Entities in response to any Claim filed in litigation or arbitration; and

(ii) such other actions as that Releasor and the Settling Distributors may devise to hold the Released Entities harmless from the Claim-Over.

C. **Litigation Bar.** The Settling Parties contemplate and agree that this Agreement may be pleaded as a bar to a lawsuit, and an injunction may be obtained, preventing any action from being initiated or maintained in any case sought to be prosecuted on behalf of any Releasors with respect to the Released Claims.

D. **General Release.** The Releasors acknowledge that, by executing this Agreement, and for the consideration received hereunder, it is their intention to release, and they are releasing, all Released Claims, even Unknown Claims. In connection with the releases provided for in the Agreement, each Releasor expressly, knowingly, and voluntarily waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to Section 1542 of the California Civil Code, which reads:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Releasors likewise expressly, knowingly, and voluntarily waive the provisions of Section 20-7-11 of the South Dakota Codified Laws, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

The Releasors acknowledge that they have been advised by Class Counsel of the contents and effects of California Civil Code § 1542, and hereby expressly waive and release with respect to the Released Claims any and all provisions, rights, and benefits conferred by California Civil Code § 1542 or by any equivalent, similar, or comparable law or principle of law in any jurisdiction, including, but not limited to, Section 20-7-11 of the South Dakota Codified Laws. A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Releasor hereby expressly waives, and fully, finally, and forever settles, releases, and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence, or through no fault whatsoever, and which, if known, would materially affect the Releasors' decision to participate in this Agreement.

E. **Assigned Interest Waiver.** To the extent that any Releasor has any direct or indirect interest in any rights of a third party that is a debtor under the Bankruptcy Code as a result of a claim arising out of Covered Conduct by way of assignment or otherwise, including as a result of being the beneficiary of a trust or other distribution entity, to assert claims against a Settling Distributor (whether derivatively or otherwise), under any legal or equitable theory, including for indemnification, contribution, or subrogation, such Releasor waives the right to assert any such claim, or to receive a distribution or any benefit on account of such claim and such claim, distribution, or benefit shall be deemed assigned to such Settling Distributor.

F. **Res Judicata.** Nothing in this Agreement shall be deemed to reduce the scope of the *res judicata* or claim preclusive effect that the Settlement gives rise to under applicable law.

G. **Effectiveness.** The releases set forth in the Agreement shall not be impacted in any way by any dispute that exists, has existed, or may later exist between or among the Releasors. Nor shall such releases be impacted in any way by any current or future law, regulation, ordinance, or court or agency order limiting, seizing, or controlling the distribution or use of the Settlement Funds or any portion thereof, by the enactment of future laws, or by any seizure of the Settlement Funds or any portion thereof.

H. **Cooperation.** The Settling Parties: (a) acknowledge that it is their intent to consummate this Agreement; and (b) agree to cooperate to the extent reasonably necessary to effectuate and implement the terms and conditions of this Agreement and to exercise their best efforts to accomplish the terms and conditions of this Agreement. Consistent with these objectives, the Settling Distributors will not oppose Plaintiffs' Motions for Preliminary and Final Settlement Approval. The Settling Parties will continue to work cooperatively to complete and submit promptly to the Court for approval such additional documentation as may be necessary for the Court to determine whether this Agreement and Settlement should be communicated to the Class and ultimately approved and to address any concerns regarding the Settlement

identified by the Court or any court of appeal. Upon the Effective Date, Class Member Plaintiffs will also reasonably cooperate with the Settling Distributors to secure the prompt dismissal of any and all Released Claims in the Actions.

I. **Non-Released Claims.** Notwithstanding the foregoing or anything in the definition of Released Claims, any claims solely to enforce the terms of this Agreement are not released.

J. **Liens.** Each Class Member agrees to be responsible for any liens, interests, actions, or claims asserted by any third party, in a derivative manner, for or against the portion of Settlement Funds allocated to that Class Member, including, without limitation, any derivative actions or claims asserted by any financial institutions, lenders, insurers, agents, representatives, successors, predecessors, assigns, attorneys, bankruptcy trustees, and any and all other entities that may claim through them in a derivative manner.

K. **Claims Excluded from Release.** Notwithstanding the foregoing, the releases provided herein shall not release claims of entities that are outside the Class; claims or damages arising solely from conduct by the Settling Distributors that occur after the Class Period described in this Agreement; claims against the Settling Distributors other than the Released Claims; or claims to enforce the terms of this Agreement.

L. Upon the Effective Date, Settling Distributors shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged, Class Representatives, each and all of the Class Members, and their counsel, of all claims, including Unknown Claims, based upon or arising out of the institution, prosecution, assertion, settlement, or resolution of the Actions, except for enforcement of the Settlement Agreement. Any other claims or defenses Settling Distributors may have against such persons including, without limitation, any claims based upon or arising out of any contractual, employment, or other business relationship with such persons that are not based upon or do not arise out of the institution, prosecution, assertion, settlement, or resolution of the Actions are specifically preserved and shall not be affected by the preceding sentence.

X. Miscellaneous Provisions

A. **No Admission of Liability or Wrongdoing.** The Class Representatives, the Class, and the Settling Distributors agree to settle the Released Claims and to execute this Agreement solely to compromise and settle protracted, complicated, and expensive litigation. The Settling Distributors do not admit liability or wrongdoing. This Agreement shall not be considered, construed, or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors.

B. **Voluntary Settlement.** Each Settling Party warrants and represents that it negotiated the terms of this Agreement in good faith. The Settling Parties agree that throughout the course of the litigation of the Action, the Settling Parties and their counsel vigorously prosecuted their claims and/or defenses consistent with the applicable rules of procedure.

C. **Integrated Agreement.** Except for any amendments, alterations, or modifications provided for under Section X.D., this Agreement, including its exhibits and any other attachments, embodies the entire agreement and understanding between and among the Settling Parties relating to the subject matter hereof and supersedes: (1) all prior agreements and understandings relating to such subject matter, whether written or oral; and (2) all purportedly contemporaneous oral agreements and understandings relating to such subject matter. It is understood by the Settling Parties that, except for the matters expressly represented herein, the facts or law with respect to which this Agreement is entered into may turn out to be other than or different from the facts now known to each party or believed by such party to be true. Each Settling Party therefore expressly assumes the risk of the facts or law turning out to be so different, and agrees that this Agreement shall be in all respects effective and not subject to termination by reason of any such different facts or law.

The exhibits to this Agreement are:

Exhibit A	Actions
Exhibit B	Non-Exhaustive List of Plaintiff-Class Members
Exhibit C	Aetna Affiliates
Exhibit D	Anthem Affiliates
Exhibit E	Cigna Affiliates
Exhibit F	Humana Affiliates
Exhibit G	UnitedHealth Affiliates
Exhibit H	Claim Form
Exhibit I	Form of Preliminary Approval Order
Exhibit J	Form of Final Approval Order

D. **Amendment.** The terms and provisions of this Agreement may not be altered, amended, or modified except in writing signed by all Settling Parties. To the extent there is a conflict between the provisions of this Agreement, the Preliminary Approval Order, the Final Judgment, the Final Approval Order, and/or the Plan of Allocation, each such document shall have controlling effect in the following rank order: (1) the Final Judgment; (2) the Final Approval Order; (3) the Preliminary Approval Order; (4) this Agreement; and (5) the Plan of Allocation.

E. **Execution in Counterparts.** This Agreement may be executed in counterparts and by different signatories on separate counterparts, each of which shall be deemed an original, but all of which shall together be one and the same agreement. One or more counterparts of this Agreement may be delivered by facsimile or electronic transmission with the intent that it or they shall constitute an original counterpart hereof. One or more counterparts of this Agreement may be signed by electronic signature. Counsel for the Settling Parties to this Agreement shall exchange among themselves original or scanned counterparts and a complete, assembled executed counterpart shall be filed with the Court.

F. **Construction.** None of the Settling Parties shall be considered to be the drafter of this Agreement or of any of its provisions for the purpose of any statute, case law, or rule of interpretation or construction that would or might cause any provision to be construed against the drafter of this Agreement. The headings of the provisions of this Agreement are not binding and

are for reference only and do not limit, expand, or otherwise affect the contents or meaning of this Agreement.

G. **Each Party to Bear Its Own Costs and Fees.** Except as otherwise provided herein, each Settling Party shall bear its own attorneys' fees and other litigation expenses and costs.

H. **Federal Rule of Evidence 408.** The Settling Parties agree that this Agreement, its terms, and the negotiations surrounding this Agreement shall be governed by Rule 408 of the Federal Rules of Evidence and shall not be admissible or offered or received into evidence in any suit, action, or other proceeding, except as provided in this Agreement, upon the written agreement of the Settling Parties hereto, pursuant to an order of a court of competent jurisdiction, or as shall be necessary to give effect to, or to declare or enforce the rights of the Settling Parties with respect to, any provision of this Agreement. Notwithstanding anything to the contrary in this Agreement or otherwise, Settling Distributors may file or use this Agreement and related materials in any action: (i) involving a determination regarding insurance coverage; (ii) involving a determination of the taxable income or tax liability of any Defendants; (iii) to support a claim for contribution and/or indemnification; or (iv) to support any argument or defense by a Settling Distributor that the Settlement Amount provides a measure of compensation for asserted harms or otherwise satisfies the relief sought.

I. **Preservation of Records.** For five (5) years following the Effective Date: (i) the Notice and Claims Administrator shall be required to keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data submitted in connection with any Claim Form; and (ii) each Class Representative shall keep, maintain, preserve, and otherwise refrain from altering, modifying, spoiling, deleting, removing, or destroying all records and data supporting its Claim Form.

J. **Binding Effect.** This Agreement shall be binding upon, and inure to the benefit of, the successors and assigns of the Settling Parties. Without limiting the generality of the foregoing, each and every covenant and agreement entered into herein by Class Representatives and Class Counsel shall be binding upon all Class Members.

K. **Notices.** All notices from or between the Settling Parties shall be in writing. Each such notice shall be given by: (a) email; (b) hand delivery; (c) registered or certified mail, return receipt requested, postage pre-paid; or (d) FedEx or similar overnight courier, and, if directed to any Class Member, shall be addressed to Class Counsel at their addresses set forth below, and, if directed to the Settling Distributors, shall be addressed to their attorneys at the addresses set forth below or such other addresses as Class Counsel or the Settling Distributors may designate, from time to time, by giving notice to all Settling Parties in the manner described in this paragraph.

If directed to the Class Representatives or any Class Member(s), address notice to:

Elizabeth J. Cabraser
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street
29th Floor
San Francisco, CA 94111
ecabraser@lchb.com

Paul J. Geller
ROBBINS GELLER RUDMAN & DOWD, LLP
225 NE Mizner Boulevard
Suite 720
Boca Raton, FL 33432
pgeller@rgrdlaw.com

If directed to the Settling Distributors, address notice to:

Cencora's attorneys at:

Michael T. Reynolds
CRAVATH, SWAINE & MOORE
Two Manhattan West
375 Ninth Avenue
New York, NY 10001
mreynolds@cravath.com

Cardinal's attorneys at:

Elaine P. Golin
WACHTELL, LIPTON, ROSEN & KATZ
51 West 52nd Street
New York, NY 10019
epgolin@wlrk.com

McKesson's attorneys at:

Brian Hauck
JENNER & BLOCK LLP
525 Market Street, # 2900
San Francisco, CA 94105
bhauck@jenner.com

Any Settling Party may change or add the contact information of the persons designated to receive notice on its behalf by notice given (effective upon the giving of such notice) as provided in Section X.K.

L. **Consent to Jurisdiction.** The Settling Distributors and each Class Member hereby irrevocably submit to the exclusive jurisdiction of the Court only for the specific purpose of any suit, action, proceeding, or dispute arising out of or relating to the enforcement of this Agreement or the applicability of this Agreement. Solely for purposes of such suit, action, or proceeding, to the fullest extent that they may effectively do so under applicable law, the Settling Distributors and the Class Members irrevocably waive and agree not to assert, by way of motion, as a defense or otherwise, any claim or objection that they are not subject to the jurisdiction of the Court or that the Court is in any way an improper venue or an inconvenient forum. For the avoidance of doubt, nothing herein shall be construed as a submission to jurisdiction in any action involving a determination regarding insurance coverage.

M. **Resolution of Disputes; Retention of Exclusive Jurisdiction.** Any disputes between or among the Settling Distributors and any Class Members concerning matters contained in this Agreement, including the Plan of Allocation, shall, if they cannot be resolved by negotiation and agreement, be submitted to the Court. The Court shall retain exclusive jurisdiction over the implementation and enforcement of the Settlement.

N. **Choice of Law.** This Agreement shall be construed and enforced in accordance with, and governed by, the internal, substantive laws of the State of Ohio without giving effect to that State's choice of law principles.

O. **Severability.** If any provision of this Agreement—excepting Section III (Class Definition), Section IV (Settlement Funds), Section V (Approval and Notice), Section VI.C. (Walk-Away Right), and Section IX (Releases and Dismissal)—were for any reason held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this Settlement Agreement.

P. **Waiver.** No delay or omission by any Settling Party in exercising any rights under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by a Settling Party on any one occasion is effective only in that instance and will not be construed as a bar or waiver of any right on any other occasion, unless otherwise agreed in writing.

Q. **Confidentiality.** The terms of this Agreement shall remain confidential until the Motion for Preliminary Approval is filed, unless the Settling Distributors and Class Counsel agree otherwise, *provided* that the Settling Parties may disclose the terms of this Settlement to accountants, lenders, auditors, legal counsel, tax advisors, insurers, or consultants; or as part of any security or other disclosure required by law (as determined by a Settling Party and its counsel); or in response to a request by any governmental, judicial, or regulatory authority or otherwise required by applicable law or court order; and Class Members may disclose the terms of the Settlement to any entity that has applied to serve as Notice and Claims Administrator, or Escrow Agent, who shall abide by the terms of this paragraph. Any formal press release by a Settling Party regarding this Settlement prior to entry of the Final Approval Order shall be shared in advance with the other Settling Party, with a reasonable opportunity for comments and suggested changes. No such press release shall be made prior to Class Counsel moving for an order directing Notice to the Class.

IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

Dated: August 29, 2024

CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and the Third Party Payor Class, and on behalf of Cleveland Bakers and Teamsters Health and Welfare Fund and Pipefitters Local Union No. 120 Insurance Fund

By: _____

Paul J. Geller

Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and the Third Party Payor Class, and on behalf of American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan

By: _____

Elizabeth J. Cabraser

Elizabeth J. Cabraser
Eric B. Fastiff
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

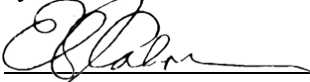
IN WITNESS WHEREOF, the Settling Parties hereto, through their fully authorized representatives, have executed this Agreement as of the date set opposite their names.

Dated: August 29, 2024 CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and the Third Party Payor Class, and on behalf of Cleveland Bakers and Teamsters Health and Welfare Fund and Pipefitters Local Union No. 120 Insurance Fund

By: _____
Paul J. Geller

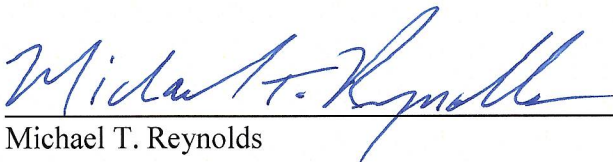
Paul J. Geller
Mark J. Dearman
ROBBINS GELLER RUDMAN & DOWD LLP
225 NE Mizner Boulevard, Suite 720
Boca Raton, FL 33432

CO-LEAD CLASS COUNSEL, on behalf of Third Party Payor Plaintiffs individually and the Third Party Payor Class, and on behalf of American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan

By:  _____
Elizabeth J. Cabraser

Elizabeth J. Cabraser
Eric B. Fastiff
LIEFF CABRASER HEIMANN & BERNSTEIN, LLP
275 Battery Street, 29th Floor
San Francisco, CA 94111-3339

Dated: August 29, 2024 Cencora, Inc. f/k/a AmerisourceBergen Corporation

By: 
Michael T. Reynolds

Michael T. Reynolds
CRAVATH, SWAINE & MOORE LLP
Two Manhattan West
375 Ninth Avenue
New York, NY 10001

Dated: August __, 2024 Cardinal Health, Inc.

By: _____
Elaine P. Golin

Elaine P. Golin
WACHTELL, LIPTON, ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Dated: August __, 2024 McKesson Corporation

By: _____
Brian Hauck

Brian Hauck
JENNER & BLOCK LLP
525 Market Street, # 2900
San Francisco, CA 94105

Dated: August __, 2024 Cencora, Inc. f/k/a AmerisourceBergen Corporation

By: _____
Michael T. Reynolds

Michael T. Reynolds
CRAVATH, SWAINE & MOORE LLP
Two Manhattan West
375 Ninth Avenue
New York, NY 10001

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WACHTELL, LIPTON, ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Dated: August __, 2024 McKesson Corporation

By: _____
Brian Hauck

Brian Hauck
JENNER & BLOCK LLP
525 Market Street, # 2900
San Francisco, CA 94105

Dated: August __, 2024 Cencora, Inc. f/k/a AmerisourceBergen Corporation

By: _____
Michael T. Reynolds


Michael T. Reynolds
CRAVATH, SWAINE & MOORE LLP
Two Manhattan West
375 Ninth Avenue
New York, NY 10001

Dated: August __, 2024 Cardinal Health, Inc.

By: _____
Elaine P. Golin

Elaine P. Golin
WACHTELL, LIPTON, ROSEN & KATZ
51 West 52nd Street
New York, NY 10019

Dated: August 29, 2024 McKesson Corporation

By: _____
Brian Hauck

Brian Hauck
JENNER & BLOCK LLP
525 Market Street, # 2900
San Francisco, CA 94105

Exhibit A - Actions

Case Caption	State/Federal	Jurisdiction	Docket No.
AFL-CIO Local 475 Health and Welfare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45941-DAP
American Federation of State, County and Municipal Employees District Council 37 Health and Security Plan v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:18-op-45013-DAP
American Resources Insurance Co., Inc. v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-45910-DAP
Brighton Health Plan Solutions, LLC d/b/a MagnaCare Administrative Services and MagnaCare, LLC v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45838-DAP
Brighton Health Plan Solutions, LLC d/b/a MagnaCare Administrative Services v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45837-DAP
Brookhaven Ambulance Co., Inc. d/b/a South Country Ambulance v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45957-DAP
Building Service Local 2 Welfare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45991-DAP
Building Trades Welfare Benefit Fund v. Purdue Pharma L.P., et al.	Federal	NDOH	1:19-op-45899-DAP
Central California Alliance for Health v. Teva Pharmaceuticals USA, Inc., et al.	Federal	NDOH	1:19-op-45971-DAP
Central States, Southeast and Southwest Areas Health and Welfare Fund, et al. v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-45623-DAP

Case Caption	State/Federal	Jurisdiction	Docket No.
Cleveland Bakers and Teamsters Health and Welfare Fund, et al. v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-45432-DAP
Commission on Medical Care, d/b/a Partnership Health Plan of California v. Teva Pharmaceuticals USA, Inc., et al.	Federal	NDOH	1:19-op-45896-DAP
CWA Local 1182 and 1183 Health and Welfare Funds v. Purdue Pharma L.P., et al.	Federal	NDOH	1:19-op-45794-DAP
Drywall Tapers Insurance Fund v. Purdue Pharma L.P., et al.	Federal	NDOH	1:19-op-45810-DAP
Fire and Police Retiree Health Care Fund, San Antonio v. Richard D. Sackler, et al.	State	TX Bexar County	2019-CI-06151
Flint Plumbing and Pipefitting Industry Health Care Fund v. Purdue Pharma L.P., et al.	Federal	NDOH	1:19-op-45430-DAP
Health Plan of San Joaquin v. Teva Pharmaceuticals USA, Inc., et al.	Federal	NDOH	1:19-op-46093-DAP
Hollow Metal Trust Fund v. Endo Health Solutions, Inc., et al.	Federal	NDOH	1:20-op-45094-DAP
Hui Huliau v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45025-DAP
IBEW Local 25 Health and Benefit Fund v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45037-DAP
IBEW Local 716 Electrical Medical Trust v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45148-DAP
IBEW Local 90 v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:18-op-45069-DAP
Illinois Public Risk Fund v. Purdue Pharma L.P., et al.	State	IL Cook County	2019-CH-05847
Inland Empire Health Plan v. The Purdue Frederick Co., Inc., et al.	Federal	NDOH	1:19-op-45804-DAP

Case Caption	State/Federal	Jurisdiction	Docket No.
Intergovernmental Risk Management Agency, et al. v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-46210-DAP
International Brotherhood of Trade Unions Local 713 Health Plan v. McKesson Corporation, et. al.	Federal	NDOH	1:19-op-45832-DAP
International Union of Painters and Allied Trades 1974 v. Purdue Pharma L.P., et al.	Federal	NDOH	1:19-op-45854-DAP
Iron Workers Local 361 Health Fund v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45028-DAP
Iron Workers Local 40 Health Fund v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45027-DAP
Iron Workers Local 417 Health Fund v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45029-DAP
IUOE Local 138 Health Benefit Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45943-DAP
Laborers 17 Health Benefit Fund v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:18-op-45072-DAP
Laborers Local 235 Welfare Fund v. Purdue Pharma L.P., et al.	Federal	NDOH	1:19-op-45792-DAP
Local 381 Group Insurance Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45942-DAP
Local 8A-28A Welfare Fund v. Purdue Pharma L.P., et al.	Federal	NDOH	1:19-op-45809-DAP
Local Initiative Health Authority for Los Angeles County d/b/a L.A. Care Health Plan v. Purdue Pharma L.P., et al.	Federal	NDOH	1:19-op-45212-DAP

Case Caption	State/Federal	Jurisdiction	Docket No.
Louisiana Assessors Insurance Fund a/k/a the Insurance Committee of the Assessors' Insurance Fund v. AmerisourceBergen Drug Corporation, et al.	Federal	NDOH	1:18-op-46223-DAP
Mayflower Municipal Health Group v. Johnson and Johnson, et al.	Federal	NDOH	1:19-op-45897-DAP
Medford Volunteer Ambulance v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45048-DAP
Medical Mutual of Ohio v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:18-op-45307-DAP
Metallic Lathers and Reinforcing Ironworkers Local 46 Health and Benefit Fund v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45030-DAP
MSP Recovery Claims, Series LLC v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:18-op-45091-DAP
MSPA Claims 1, LLC, et al. v. Anda, Inc., et al.	Federal	NDOH	1:18-op-45526-DAP
MSPA Claims 1, LLC, et al. v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:18-op-45057-DAP
New York City District Council of Carpenters Welfare Fund v. Endo Health Solutions, Inc., et al.	Federal	NDOH	1:20-op-45095-DAP
NOITU Insurance Trust Fund v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:19-op-45808-DAP
Northeast Carpenters Funds v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:18-op-45741-DAP
Ohio Carpenters' Health Fund v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:19-op-45072-DAP
Painting Industry Insurance Fund v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:19-op-45793-DAP
Pioneer Telephone Cooperative, Inc. Employee Benefits Plan, et al. v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:18-op-46186-DAP

Case Caption	State/Federal	Jurisdiction	Docket No.
Plumbers Local Union No. 1 Welfare Fund v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-45838-DAP
Plumbers Local Union No. 68 Welfare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-46008-DAP
Plumbers' Local Union No. 690 Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	State	PA Delaware County	CV-2019-007625
Risk Management, Inc. v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-45857-DAP
Roofers Local 8 WBPA Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-46147-DAP
San Francisco Health Plan v. Teva Pharmaceuticals USA, Inc., et al.	Federal	NDOH	1:19-op-45893-DAP
Santa Barbara San Luis Obispo Regional Health Authority d/b/a Cencal Health v. Teva Pharmaceuticals USA, Inc., et al.	Federal	NDOH	1:19-op-45895-DAP
Security Health Plan of Wisconsin, Inc. v. Janssen Pharmaceuticals, Inc., et al.	Federal	NDOH	1:19-op-45867-DAP
Sheet Metal Workers Local 19 Health Fund v. Purdue Pharma L.P., et al.	Federal	NDOH	1:21-op-45025-DAP
Sheet Metal Workers Local No. 25 Health and Welfare Fund v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:18-op-45002-DAP
South Central UFCW Unions and Employers Health and Welfare Trust v. McKesson Corporation, et al.	Federal	NDOH	1:18-op-45998-DAP
Southern Tier Building Trades Benefit Plan v. Purdue Pharma L.P., et al.	Federal	NDOH	1:20-op-45239-DAP
Structural Steel 806 Health Plan v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45831-DAP

Case Caption	State/Federal	Jurisdiction	Docket No.
Suffolk Transportation Services, Inc. v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45933-DAP
Teamsters Health Servs. and Insurance Plan Local 404, et al. v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-45001-DAP
Teamsters Local 237 Benefit Fund, et al. v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-45174-DAP
Teamsters Local 445 Welfare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-46146-DAP
Teamsters Local 456 Welfare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:21-op-45067-DAP
Teamsters Local 493 Health Services and Insurance Plan v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-45074-DAP
Teamsters Local 671 Local Health Services and Insurance Plan v. Purdue Pharma L.P., et al.	Federal	NDOH	1:18-op-45092-DAP
UFCW Local 1500 Welfare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45041-DAP
UFCW Local 342 Healthcare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45033-DAP
UFCW Local 342 Welfare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45034-DAP
Uniformed Fire Officers Association Benefits Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45946-DAP
United Crafts Benefits Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45945-DAP
United Food and Commercial Workers Health and Welfare Fund of Northeastern Pennsylvania v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:17-op-45177-DAP

Case Caption	State/Federal	Jurisdiction	Docket No.
United Food and Commercial Workers Local 1000 Oklahoma Health and Welfare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:18-op-45733-DAP
United Food and Commercial Workers Union UFCW 1529 and Employers Health and Welfare Plan and Trust v. McKesson Corporation, et al.	Federal	NDOH	1:18-op-45700-DAP
United Wire, Metal and Machine Local 810 Health Benefit Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-46105-DAP
UOPW Local 175 Welfare Fund v. McKesson Corporation, et al.	Federal	NDOH	1:19-op-45940-DAP
Ventura County Medi-Cal Managed Care Commission d/b/a Gold Coast Health Plan v. Teva Pharmaceuticals USA, Inc. et al.	Federal	NDOH	1:19-op-46020-DAP
Wayne Farms, LLC v. McKesson Corporation, et al.	Federal	NDOH	1:20-op-45229-DAP
Westchester Heavy Construction Laborers Local 60 Health and Welfare Fund v. Purdue Pharma, L.P., et al.	Federal	NDOH	1:19-op-45795-DAP

Exhibit B - Non-Exhaustive List of Plaintiff-Class Members

Aboffs, Inc.	Brighton Health Plan Solutions, LLC d/b/a
Advanced C4 Solutions, Inc.	MagnaCare Administrative Services and
AFL-CIO Local 475 Health and Welfare	MagnaCare, LLC
Fund	Brookhaven Ambulance Co., Inc. d/b/a
Agricultural Group Compensation Self-	South Country Ambulance
Insured Fund	Building Service Local 2 Welfare Fund
Al Marino, Inc.	Building Trades Welfare Benefit Fund
Allied Security Health and Welfare Fund	Cardoza Plumbing Corporation
American Federation of State, County and	Carpenters Health and Welfare of
Municipal Employees District Council 33	Philadelphia and Vicinity
Health and Welfare Fund	Cedar International Services, LLC
American Federation of State, County, and	Central California Alliance for Health
Municipal Employees District Council 37	Central States, Southeast and Southwest
Health and Security Plan	Areas Health and Welfare Fund
American Federation of State, County and	Cleveland Bakers and Teamsters Health and
Municipal Employees District Council 47	Welfare Fund
Health and Welfare Fund	Commission on Medical Care, d/b/a
American Resources Insurance Co., Inc.	Partnership Health Plan of California
Arizona Counties Insurance Pool	CWA Local 1182 and 1183 Health and
Arizona Municipal Risk Retention Pool	Welfare Funds
Arizona School Alliance for Workers'	Drywall Tapers Insurance Fund
Compensation, Inc.	Eastern Atlantic Carpenters Health Fund
Arkansas Municipal League	Fire and Police Retiree Health Care Fund,
Asbestos Workers Local Union No. 2	San Antonio
Welfare Fund	Flint Plumbing and Pipefitting Industry
Association of Arkansas Counties	Health Care Fund
Association of Arkansas Counties Risk	Gordon L. Seaman, Inc.
Management Fund	Health Plan of San Joaquin
Austin and Williams, Inc.	Hollow Metal Trust Fund
Bios Companies, Inc. Welfare Plan	Hui Huliau
Bios Companies, Inc. as Plan Sponsor and	IBEW Local 25 Health and Benefit Fund
Fiduciary of Bios Companies, Inc. Welfare	IBEW Local 38 Health and Welfare Fund
Plan	IBEW Local 716 Electrical Medical Trust
Black Prince Distillery, Inc.	IBEW Local 90 Benefits Plan
Bricklayers and Allied Craftworkers Local	Illinois Public Risk Fund
Union No. 1 of PA/DE Health and Welfare	ILWU-PMA Welfare Plan
Fund	Inland Empire Health Plan
Brighton Health Plan Solutions, LLC d/b/a	
MagnaCare Administrative Services	

Intergovernmental Personnel Benefit Cooperative
Intergovernmental Risk Management Agency
International Brotherhood of Trade Unions Local 713 Health Plan
International Construction, Inc.
International Intimates, Inc.
International Union of Painters and Allied Trades 1974
Iron Workers Local 361 Health Fund
Iron Workers Local 40 Health Fund
Iron Workers Local 417 Health Fund
Ironworkers Local 580 Health and Benefit Fund
IUOE Local 138 Health Benefit Fund
Kaya Associates, Inc.
Kentucky League of Cities Insurance Services
L.A. Care Health Plan
Laborers 17 Heath Benefit Fund
Laborers Local 1298 of Nassau and Suffolk Counties Welfare Fund
Laborers Local 235 Welfare Fund
LNO, Inc.
Local 381 Group Insurance Fund
Local 8A-28A Welfare Fund
Louisiana Agricultural Compensation Self-Insurance Fund
Louisiana Assessors' Insurance Fund a/k/a the Insurance Committee of the Assessors' Insurance Fund
Louisiana Loggers Self-Insured Fund
MAO-MSO Recovery II, LLC
Marketing Services of Indiana, Inc.
Mayflower Municipal Health Group
Medford Volunteer Ambulance
Medical Mutual of Ohio

Metallic Lathers and Reinforcing Ironworkers Local 46 Health and Benefit Fund
Minute Men Select, Inc.
Minute Men, Inc.
MSI Corporation
MSP Recovery Claims, Series, LLC
MSPA Claims 1, LLC
Municipal Health Benefit Fund
Municipal League Workers' Compensation Trust
Municipal Legal Defense Program
National Roofers Union and Employers Joint Health and Welfare Fund
New York City District Council of Carpenters Welfare Fund
Noitu Insurance Trust Fund
Northwest Arizona Employee Benefit Trust
Ohio Carpenters' Health Fund
Painting Industry Insurance Fund
Phillip Fyman and Alexander Weingarten, M.D., P.C.
Pioneer Telephone Cooperative, Inc. Employee Benefits Plan
Pioneer Telephone Cooperative, Inc., (PTCI) as Plan Sponsor and Fiduciary of PTCI Employee Benefits Plan
Pipe Fitters Local Union No. 120 Insurance Fund
Pipefitters Local 636 Insurance Fund
Plumbers and Steamfitters Local 166 Health and Welfare Fund
Plumbers Local Union No. 1 Welfare Fund
Plumbers Local Union No. 68 Welfare Fund
Plumbers Local Union No. 690 Health Plan
Public Service Insurance Co.
Risk Management, Inc.
Roofers Local 149 Security Benefit Trust Fund
Roofers Local 8 WBPA Fund

San Francisco Health Plan
Santa Barbara San Luis Obispo Regional
Health Authority, d/b/a Cencal Health
Security Health Plan of Wisconsin, Inc.
Sheet Metal Workers Local 19 Health Fund
Sheet Metal Workers Local 38 Insurance
and Welfare Fund
Sheet Metal Workers Local No. 25 Health
and Welfare Fund
South Central UFCW Unions and
Employers Health and Welfare Trust
Southern Tier Building Trades Benefit Plan
Structural Steel 806 Health Plan
Suffolk Transportation Services, Inc.
Teamsters Health Services and Insurance
Plan 404
Teamsters Local 237 Retirees' Benefit Fund
Teamsters Local 237 Welfare Fund
Teamsters Local 445 Welfare Fund
Teamsters Local 456 Welfare Fund
Teamsters Local 493 Health Services and
Insurance Plan
Teamsters Local 671 Health Services and
Insurance Plan
Teamsters Local 677 Health Services and
Insurance Plan
UFCW Local 1500 Welfare Fund
UFCW Local 342 Healthcare Fund

UFCW Local 342 Welfare Fund
Uniformed Fire Officers Association
Benefits Fund
United Crafts Benefits Fund
United Food and Commercial Workers
Health and Welfare Fund of Northeastern
Pennsylvania
United Food and Commercial Workers
Local 1000 Oklahoma Health and Welfare
Fund
United Food and Commercial Workers
Local 1995 and Employers Health and
Welfare Fund
United Food and Commercial Workers
Union UFCW Local 1529 and Employers
Health and Welfare Plan and Trust
United Food and Commercial Workers
Unions and Employers Health and Welfare
Fund - Atlanta
United Wire, Metal and Machine Local 810
Health Benefit Fund
UOPW Local 175 Welfare Fund
Ventura County Medi-Cal Managed Care
Wayne Farms, LLC
Westchester Heavy Construction Laborers
Local 60 Health and Welfare Fund
Zenith Insurance Co.
ZNAT Insurance Co.

Exhibit C - Aetna Affiliates

@Credentials Inc. (Delaware)
Accendo Insurance Company (Utah)
Accordant Health Services, L.L.C. (Delaware)
Acorn Network, LLC (Illinois)
ACS ACQCO CORP. (Delaware)
Active Health Management, Inc. (Delaware)
ADMINCO Inc. (Arizona)
Administrative Enterprises, Inc. (Arizona)
Advanced Care Scripts, Inc. (Florida)
AE Fourteen, Incorporated (Connecticut)
Aetna (Beijing) Enterprise Management Services Co., Ltd. (China)
Aetna (Shanghai) Enterprise Services Co. Ltd. (China)
Aetna ACO Holdings Inc. (Delaware)
Aetna ACO Holdings, Inc. (Delaware)
Aetna Asset Advisors, LLC (Delaware)
Aetna Behavioral Health, LLC (Delaware)
Aetna Better Health Inc. (Connecticut)
Aetna Better Health Inc. (Georgia)
Aetna Better Health Inc. (New Jersey)
Aetna Better Health Inc. (New York)
Aetna Better Health Inc. (Ohio)
Aetna Better Health Inc. (Pennsylvania)
Aetna Better Health of California Inc. (California)
Aetna Better Health of Florida Inc. (Florida)
Aetna Better Health of Illinois Inc. (Illinois)
Aetna Better Health of Indiana Inc. (Indiana)
Aetna Better Health of Kansas Inc. (Kansas)
Aetna Better Health of Kentucky Insurance Company (Kentucky)
Aetna Better Health of Michigan Inc. (Michigan)
Aetna Better Health of Missouri LLC (Missouri)
Aetna Better Health of Nevada Inc. (Nevada)
Aetna Better Health of North Carolina Inc. (North Carolina)
Aetna Better Health of Oklahoma Inc. (Oklahoma)
Aetna Better Health of Tennessee Inc. (Tennessee)
Aetna Better Health of Texas Inc. (Texas)
Aetna Better Health of Washington, Inc. (Washington)
Aetna Better Health Premier Plan MMAI Inc. (Illinois)
Aetna Better Health, Inc. (Louisiana)
Aetna Capital Management, LLC (Delaware)
Aetna Card Solutions, LLC (Connecticut)
Aetna Corporate Services LLC (Delaware)
Aetna Dental Inc. (New Jersey)
Aetna Dental Inc. (Texas)

Aetna Dental of California Inc. (California)
Aetna Financial Holdings, LLC (Delaware)
Aetna Florida Inc. (Florida)
Aetna Global Benefits (Asia Pacific) Limited (Hong Kong)
Aetna Global Benefits (Bermuda) Limited (Bermuda)
Aetna Global Benefits (Europe) Limited (England & Wales)
Aetna Global Benefits (Middle East) LLC (UAE)
Aetna Global Benefits (Singapore) PTE. LTD. (Singapore)
Aetna Global Benefits (UK) Limited (England and Wales)
Aetna Global Benefits Limited (DIFC, UAE)
Aetna Global Holdings Limited (England & Wales)
Aetna Health and Life Insurance Company (Connecticut)
Aetna Health Holdings, LLC (Delaware)
Aetna Health Inc. (Connecticut)
Aetna Health Inc. (Florida)
Aetna Health Inc. (Georgia)
Aetna Health Inc. (Louisiana)
Aetna Health Inc. (Maine)
Aetna Health Inc. (New Jersey)
Aetna Health Inc. (New York)
Aetna Health Inc. (Pennsylvania)
Aetna Health Inc. (Texas)
Aetna Health Insurance Company (Pennsylvania)
Aetna Health Insurance Company of Europe DAC (Ireland)
Aetna Health Insurance Company of New York (New York)
Aetna Health Management, LLC (Delaware)
Aetna Health of California Inc. (California)
Aetna Health of Iowa Inc. (Iowa)
Aetna Health of Michigan Inc. (Michigan)
Aetna Health of Ohio Inc. (Ohio)
Aetna Health of Utah Inc. (Utah)
Aetna HealthAssurance Pennsylvania, Inc. (Pennsylvania)
Aetna Holdco (UK) Limited (England and Wales)
Aetna Inc. (Pennsylvania)
Aetna Insurance (Hong Kong) Limited (Hong Kong)
Aetna Insurance Company Limited (England and Wales)
Aetna International Ex Pat LLC (Delaware)
Aetna International LLC. (Connecticut)
Aetna Ireland Inc. (Delaware)
Aetna Life & Casualty (Bermuda) Ltd. (Bermuda)
Aetna Life Assignment Company (Connecticut)
Aetna Life Insurance Company (Connecticut)
Aetna Medicaid Administrators LLC (Arizona)
Aetna Network Services LLC (Connecticut)
Aetna Partners Diversified Fund, LLC (Delaware)
Aetna Resources LLC (Delaware)

Aetna Risk Assurance Company of Connecticut Inc. (Connecticut)
Aetna Student Health Agency Inc. (Massachusetts)
Aetna Ventures, LLC (Delaware)
Aetna Workers' Comp Access, LLC (Delaware)
AHP Holdings, Inc. (Connecticut)
Alabama CVS Pharmacy, L.L.C. (Alabama)
Alaska CVS Pharmacy, L.L.C. (Alaska)
Allina Health and Aetna Health Plan Inc. (Minnesota)
Allina Health and Aetna Insurance Company (Minnesota)
Allina Health and Aetna Insurance Holding Company LLC (Delaware)
AMC - Tennessee, LLC (Delaware)
American Continental Insurance Company (Tennessee)
American Drug Stores Delaware, L.L.C. (Delaware)
American Health Holding, Inc. (Ohio)
APS Acquisition LLC (Delaware)
Arizona CVS Stores, L.L.C. (Arizona)
Arkansas CVS Pharmacy, L.L.C. (Arkansas)
ASCO HealthCare, LLC (Maryland)
ASI Wings, LLC (Delaware)
AUSHC Holdings, Inc. (Connecticut)
Badger Acquisition LLC (Delaware)
Badger Acquisition of Kentucky LLC (Delaware)
Badger Acquisition of Minnesota LLC (Delaware)
Banner Health and Aetna Health Insurance Company (Arizona)
Banner Health and Aetna Health Insurance Holding Company LLC (Delaware)
Banner Health and Aetna Health Plan Inc. (Arizona)
Busse CVS, L.L.C. (Illinois)
Campo's Medical Pharmacy, LLC (Louisiana)
Canal Place, LLC (Delaware)
Caravan Health ACO 20 LLC (Missouri)
Caravan Health ACO 22 LLC (Missouri)
Caravan Health ACO 43 LLC (Missouri)
Caravan Health ACO 50 LLC (Missouri)
Caravan Health ACO M-1 LLC (Missouri)
Caravan Health, Inc. (Delaware)
Carbon Parent Acquisition Corporation (Delaware)
Care Pharmaceutical Services, LP (Delaware)
CareCenter Pharmacy, L.L.C. (Delaware)
Carefree Insurance Services, Inc. (Florida)
Caremark Arizona Mail Pharmacy, LLC (Arizona)
Caremark Arizona Specialty Pharmacy, L.L.C. (Arizona)
Caremark Florida Mail Pharmacy, LLC (Florida)
Caremark Florida Specialty Pharmacy, LLC (Florida)
Caremark Hawaii Mail Pharmacy, L.L.C. (Hawaii)
Caremark Illinois Mail Pharmacy, LLC (Illinois)
Caremark Illinois Specialty Pharmacy, LLC (Illinois)

Caremark IPA, L.L.C. (New York)
Caremark Kansas Specialty Pharmacy, LLC (Kansas)
Caremark Massachusetts Specialty Pharmacy, L.L.C. (Massachusetts)
Caremark Michigan Specialty Pharmacy, LLC (Michigan)
Caremark New Jersey Specialty Pharmacy, LLC (New Jersey)
Caremark North Carolina Specialty Pharmacy, LLC (North Carolina)
Caremark PhC, L.L.C. (Delaware)
Caremark Puerto Rico Specialty Pharmacy, L.L.C. (Puerto Rico)
Caremark Puerto Rico, L.L.C. (Puerto Rico)
Caremark Rx, L.L.C. (Delaware)
Caremark Tennessee Specialty Pharmacy, LLC (Tennessee)
Caremark Texas Mail Pharmacy, LLC (Texas)
Caremark, L.L.C. (California)
CaremarkPCS Health, L.L.C. (Delaware)
CaremarkPCS, L.L.C. (Delaware)
CCI Foreign, S.à R.L. (R.C.S. Luxembourg)
CCRx Holdings, LLC (Delaware)
CCRx of North Carolina LLC (Delaware)
Censeo Health LLC (Delaware)
Central Rx Services, LLC (Nevada)
CHP Acquisition, LLC (Delaware)
Claims Administration Corp. (Maryland)
Cofinity, Inc. (Delaware)
Collaborative ACO 30 LLC (Delaware)
Compscript, LLC (Florida)
Connecticut CVS Pharmacy, L.L.C. (Connecticut)
Continental Life Insurance Company of Brentwood, Tennessee (Tennessee)
Continuing Care Rx, LLC (Pennsylvania)
Coram Alternate Site Services, Inc. (Delaware)
Coram Clinical Trials, Inc. (Delaware)
Coram Healthcare Corporation of Florida (Delaware)
Coram Healthcare Corporation of Greater D.C. (Delaware)
Coram Healthcare Corporation of Greater New York (New York)
Coram Healthcare Corporation of Massachusetts (Delaware)
Coram Healthcare Corporation of Mississippi (Delaware)
Coram Healthcare Corporation of Nevada (Delaware)
Coram Healthcare Corporation of Northern California (Delaware)
Coram Healthcare Corporation of Southern California (Delaware)
Coram Healthcare Corporation of Southern Florida (Delaware)
Coram Healthcare Corporation of Utah (Delaware)
Coram LLC (Delaware)
Coram Specialty Infusion Services, L.L.C. (Delaware)
Cordavis Limited (Ireland)
Cordavis Trading Limited (Ireland)
Coventry Consumer Advantage, Inc. (Delaware)
Coventry Health and Life Insurance Company (Missouri)

Coventry Health Care National Accounts, Inc. (Delaware)
Coventry Health Care National Network, Inc. (Delaware)
Coventry Health Care of Illinois, Inc. (Illinois)
Coventry Health Care of Kansas, Inc. (Kansas)
Coventry Health Care of Missouri, Inc. (Missouri)
Coventry Health Care of Nebraska, Inc. (Nebraska)
Coventry Health Care of Virginia, Inc. (Virginia)
Coventry Health Care of West Virginia, Inc. (West Virginia)
Coventry Health Plan of Florida, Inc. (Florida)
Coventry HealthCare Management Corporation (Delaware)
Coventry Prescription Management Services Inc. (Nevada)
CP Acquisition, LLC (Oklahoma)
Cure Intermediate 1, LLC (Delaware)
Cure Intermediate 2, LLC (Delaware)
Cure Intermediate 3, LLC (Delaware)
Cure TopCo, LLC (Delaware)
CVS 2948 Henderson, L.L.C. (Nevada)
CVS 3268 Gilbert, L.L.C. (Arizona)
CVS 3745 Peoria, L.L.C. (Arizona)
CVS Accountable Care Organization Inc. (Pennsylvania)
CVS Accountable Care, LLC (Delaware)
CVS ACO, LLC (Delaware)
CVS AL Distribution, L.L.C. (Alabama)
CVS Albany, L.L.C. (New York)
CVS AOC Corporation (California)
CVS AOC Services, L.L.C. (Delaware)
CVS Bellmore Avenue, L.L.C. (New York)
CVS Cabot Holdings Inc. (Delaware)
CVS Care Concierge, LLC (Delaware)
CVS Caremark Advanced Technology Pharmacy, L.L.C. (Illinois)
CVS Caremark Indemnity Ltd. (Bermuda)
CVS Caremark Part D Services, L.L.C. (Delaware)
CVS Foreign, Inc. (New York)
CVS Gilbert 3272, L.L.C. (Arizona)
CVS Health Applications, LLC (Rhode Island)
CVS Health Clinical Trial Services LLC (Connecticut)
CVS Health Corporation
CVS Health Growth Equity, LLC (Delaware)
CVS Health Solutions LLC (Delaware)
CVS Health Ventures Fund GP, LLC (Delaware)
CVS Health Ventures Fund, LP (Delaware)
CVS Health Ventures Management, LLC (Delaware)
CVS Indiana, L.L.C. (Indiana)
CVS International, Inc. (Delaware)
CVS International, Inc. (Delaware)
CVS IPA of New York LLC (New York)

CVS Management Support, LLC (Delaware)
CVS Manchester NH, L.L.C. (New Hampshire)
CVS Media Exchange LLC (Delaware)
CVS Michigan, L.L.C. (Michigan)
CVS NJ ODS, LLC (Delaware)
CVS Orlando FL Distribution, L.L.C. (Florida)
CVS PA Distribution, L.L.C. (Pennsylvania)
CVS Pharmacy Overseas Online, LLC
CVS Pharmacy, Inc. (Rhode Island)
CVS PR Center, Inc. (Delaware)
CVS RS Arizona, L.L.C. (Arizona)
CVS Rx Services, Inc. (New York)
CVS Safir Sourcing, LLC (Delaware)
CVS SC Distribution, L.L.C. (South Carolina)
CVS Shaw Holdings Inc. (Delaware)
CVS State Capital, L.L.C. (Maine)
CVS TN Distribution, L.L.C. (Tennessee)
CVS Transportation, L.L.C. (Indiana)
CVS Vero FL Distribution, L.L.C. (Florida)
D & R Pharmaceutical Services LLC (Kentucky)
D.A.W., LLC (Massachusetts)
Delaware CVS Pharmacy, L.L.C. (Delaware)
Delaware Physicians Care, Incorporated (Delaware)
District of Columbia CVS Pharmacy, L.L.C. (District of Columbia)
Drynahan, LLC (Delaware)
E.T.B., Inc. (Texas)
Echo Merger Sub, Inc. (Delaware)
Employee Assistance Services LLC (Kentucky)
Enloe Drugs, LLC (Delaware)
Enterprise Patient Safety Organization, LLC (Rhode Island)
Evergreen Pharmaceutical of California, LLC (California)
Evergreen Pharmaceutical, LLC (Washington)
Express Pharmacy Services of PA, L.L.C. (Delaware)
FairCost LLC (Connecticut)
First Choice of the Midwest LLC (South Dakota)
First Health Group Corp. (Delaware)
First Health Life & Health Insurance Company (Texas)
Florida Health Plan Administrators, LLC (Florida)
Florida Health Plan Administrators, LLC (Florida)
Garfield Beach CVS, L.L.C. (California)
Geneva Woods Pharmacy Washington, LLC (Delaware)
Geneva Woods Pharmacy Wyoming, LLC (Delaware)
Geneva Woods Pharmacy, LLC (Alaska)
Georgia CVS Pharmacy, L.L.C. (Georgia)
German Dobson CVS, L.L.C. (Arizona)
Goodhealth Worldwide (Asia) Limited (Hong Kong)

Goodhealth Worldwide (Global) Limited (Bermuda)
Goodyear CVS, L.L.C. (Arizona)
Grand St. Paul CVS, L.L.C. (Minnesota)
Grandview Pharmacy, LLC (Indiana)
Halo HoldCo I, Inc. (Delaware)
Halo HoldCo II, Inc. (Delaware)
Health and Human Resource Center, Inc. (California)
Health Data & Management Solutions, Inc. (Delaware)
Health Re, Inc. (Vermont)
Highland Park CVS, L.L.C. (Illinois)
Holiday CVS, L.L.C. (Florida)
Home Care Pharmacy, LLC (Delaware)
Home Pharmacy Services, LLC (Missouri)
Hook-SupeRx, L.L.C. (Delaware)
Horizon Behavioral Services, LLC (Delaware)
I.g.G. of America, LLC (Maryland)
Idaho CVS Pharmacy, L.L.C. (Idaho)
Innovation Health Holdings, LLC (Delaware)
Innovation Health Insurance Company (Virginia)
Innovation Health Plan, Inc. (Virginia)
Interlock Pharmacy Systems, LLC (Missouri)
Iowa CVS Pharmacy, L.L.C. (Iowa)
iTriage, LLC (Delaware)
JHC Acquisition, LLC (Delaware)
Kansas CVS Pharmacy, L.L.C. (Kansas)
Kentucky CVS Pharmacy, L.L.C. (Kentucky)
Langsam Health Services, LLC (Delaware)
LCPS Acquisition, LLC (Delaware)
Liberty Health Partners LLC (Delaware)
Liberty Health, LLC (Delaware)
Lobos Acquisition, LLC (Delaware)
Lo-Med Prescription Services, LLC (Ohio)
Longs Drug Stores California, L.L.C. (California)
Louisiana CVS Pharmacy, L.L.C. (Louisiana)
Main Street Pharmacy, L.L.C. (Maryland)
Managed Care Coordinators, Inc. (Delaware)
Managed Healthcare, LLC (Delaware)
Martin Health Services, LLC (Delaware)
Maryland CVS Pharmacy, L.L.C. (Maryland)
Medical Arts Health Care, LLC (Georgia)
Medical Examinations of New York, P.C. (New York)
Melville Realty Company, Inc. (New York)
Mental Health Associates, Inc. (Louisiana)
Mental Health Network of New York IPA, Inc. (New York)
Meritain Health, Inc. (New York)
Merwin Long Term Care, LLC (Minnesota)

MHHP Acquisition Company, LLC (Delaware)
MHNet Specialty Services, LLC (Maryland)
MinuteClinic Diagnostic of Hawaii, L.L.C. (Hawaii)
MinuteClinic Diagnostic of Illinois, LLC (Delaware)
MinuteClinic Diagnostic of Kentucky, L.L.C. (Kentucky)
MinuteClinic Diagnostic of Louisiana, L.L.C. (Louisiana)
MinuteClinic Diagnostic of Maine, L.L.C. (Maine)
MinuteClinic Diagnostic of Massachusetts, LLC (Massachusetts)
MinuteClinic Diagnostic of Nebraska, L.L.C. (Nebraska)
MinuteClinic Diagnostic of New Hampshire, L.L.C. (New Hampshire)
MinuteClinic Diagnostic of New Mexico, L.L.C. (New Mexico)
MinuteClinic Diagnostic of Ohio, LLC (Ohio)
MinuteClinic Diagnostic of Oklahoma, LLC (Oklahoma)
MinuteClinic Diagnostic of Pennsylvania, LLC (Minnesota)
MinuteClinic Diagnostic of Rhode Island, LLC (Minnesota)
MinuteClinic Diagnostic of South Carolina, L.L.C. (South Carolina)
MinuteClinic Diagnostic of Texas, LLC (Minnesota)
MinuteClinic Diagnostic of Utah, L.L.C. (Utah)
MinuteClinic Diagnostic of Virginia, LLC (Virginia)
MinuteClinic Diagnostic of Wisconsin, L.L.C. (Wisconsin)
MinuteClinic Physician Practice of Texas (Texas)
MinuteClinic Telehealth Services of Texas Association (Texas)
MinuteClinic Telehealth Services, LLC (Delaware)
MinuteClinic, L.L.C. (Delaware)
Mississippi CVS Pharmacy, L.L.C. (Mississippi)
Missouri CVS Pharmacy, L.L.C. (Missouri)
Montana CVS Pharmacy, L.L.C. (Montana)
NCS Healthcare of Illinois, LLC (Ohio)
NCS Healthcare of Iowa, LLC (Ohio)
NCS Healthcare of Kansas, LLC (Ohio)
NCS Healthcare of Kentucky, LLC (Ohio)
NCS Healthcare of Montana, LLC (Ohio)
NCS Healthcare of New Mexico, LLC (Ohio)
NCS Healthcare of Ohio, LLC (Ohio)
NCS Healthcare of South Carolina, LLC (Ohio)
NCS Healthcare of Tennessee, LLC (Ohio)
NCS Healthcare of Wisconsin, LLC (Ohio)
Nebraska CVS Pharmacy, L.L.C. (Nebraska)
NeighborCare of Indiana, LLC (Indiana)
NeighborCare Pharmacy Services, LLC (Delaware)
New Jersey CVS Pharmacy, L.L.C. (New Jersey)
Niagra Re, Inc. (New York)
NIV Acquisition, LLC (Delaware)
Noah HoldCo I, Inc. (Delaware)
Noah HoldCo II, Inc. (Delaware)
North 53 TAOH Limited (Ireland)

North 53, LLC (Delaware)
North Carolina CVS Pharmacy, L.L.C. (North Carolina)
North Shore Pharmacy Services LLC (Delaware)
NovoLogix, LLC (Delaware)
Oak Street Health LLC (Illinois)
Oak Street Health Medicare Partners LLC (Illinois)
Oak Street Health MSO, LLC (Illinois)
Oak Street Health, Inc. (Delaware)
Oakwell, LLC (Delaware)
Ocean Acquisition Sub, L.L.C. (Delaware)
OCR Services, LLC (Delaware)
Ohio CVS Stores, L.L.C. (Ohio)
Oklahoma CVS Pharmacy, L.L.C. (Oklahoma)
Omnicare Indiana Partnership Holding Company LLC (Delaware)
Omnicare of Nebraska LLC (Delaware)
Omnicare of Nevada, LLC (Delaware)
Omnicare of New York, LLC (Delaware)
Omnicare Pharmacies of Pennsylvania West LLC (Pennsylvania)
Omnicare Pharmacies of the Great Plains Holding, LLC (Delaware)
Omnicare Pharmacy and Supply Services LLC (South Dakota)
Omnicare Pharmacy of Tennessee LLC (Delaware)
Omnicare Pharmacy of the Midwest, LLC (Delaware)
Omnicare Property Management, LLC (Delaware)
Omnicare Resources, LLC (Delaware)
Omnicare, LLC (continued)
Omnicare, LLC (Delaware)
Oregon CVS Pharmacy, L.L.C. (Oregon)
OSH-ESC Joint Venture (Illinois)
OSH-NJ LODS LLC (New Jersey)
OSH-PCJ Joliet LLC (Illinois)
OSH-RI, LLC (Rhode Island)
Part D Holding Company, L.L.C. (Delaware)
PatientBlox, Inc. (Delaware)
PE Holdings, LLC (Connecticut)
Pennsylvania CVS Pharmacy, L.L.C. (Pennsylvania)
Performax, Inc. (Delaware)
Pharmacy Associates of Glenn Falls, LLC (New York)
Pharmacy Consultants, LLC (South Carolina)
Phoenix Data Solutions LLC (Delaware)
PHPSNE Parent Corporation (Delaware)
Precision Benefit Services, Inc. (Delaware)
Prime Net, Inc. (Ohio)
PRN Pharmaceutical Services, LP (Delaware)
ProCare Pharmacy Direct, L.L.C. (Ohio)
ProCare Pharmacy, L.L.C. (Rhode Island)
Prodigy Health Group, Inc. (Delaware)

Professional Risk Management, Inc. (Ohio)
PT Aetna Management Consulting (Indonesia)
Pt. Aetna Global Benefits Indonesia (Indonesia)
Puerto Rico CVS Pharmacy, L.L.C. (Puerto Rico)
Red Oak Sourcing, LLC (Delaware)
Remedy BPCI Partners, LLC (Delaware)
Remedy Holdings, LLC (Delaware)
Remedy Partners, LLC
Resources for Living, LLC (Texas)
Rhode Island CVS Pharmacy, L.L.C. (Rhode Island)
Roeschen's Healthcare LLC (Wisconsin)
RubiconMD Holdings, Inc. (Delaware)
RubiconMD MSO, LLC (Delaware)
Rubicon MD, Inc. (Delaware)
Schaller Anderson Medical Administrators, Incorporated (Delaware)
Scrip World, LLC (Utah)
SH Rx Distributor, LLC (Delaware)
SH Rx Holding, LLC (Delaware)
Sheffield Avenue CVS, L.L.C. (Illinois)
Shore Pharmaceutical Providers, LLC (Delaware)
Signify Episode Administrators, LLC (Delaware)
Signify Health IPA, LLC (New York)
Signify Health, Inc. (Delaware)
Signify Health, LLC (continued)
Signify Health, LLC (Delaware)
Signify Home & Community Care, LLC (Delaware)
Signify IPA NY, LLC (New York)
Signify Ireland Technology Development Limited (Ireland)
Signify Newco Inc. (Delaware)
Silverscript Insurance Company (Tennessee)
South Carolina CVS Pharmacy, L.L.C. (South Carolina)
Specialized Pharmacy Services, LLC (Michigan)
Spinnaker Bidco Limited (England and Wales)
Sterling Healthcare Services, LLC (Delaware)
Superior Care Pharmacy, LLC (Delaware)
Sutter Health and Aetna Administrative Services LLC (California)
Sutter Health and Aetna Insurance Company (California)
Sutter Health and Aetna Insurance Holding Company LLC (Delaware)
T2 Medical, Inc. (Delaware)
TAVHealth, LLC (Delaware)
TCPI Acquisition, LLC (Delaware)
Tennessee CVS Pharmacy, L.L.C. (Tennessee)
Texas Health + Aetna Health Insurance Company (Texas)
Texas Health + Aetna Health Insurance Holding Company LLC (Texas)
Texas Health + Aetna Health Plan Inc. (Texas)
The Vasquez Group Inc. (Illinois)

Thomas Phoenix CVS, L.L.C. (Arizona)
TVG Logic Buyer, LLC (Delaware)
U.S. Healthcare Holdings, LLC (Ohio)
U.S. Healthcare Properties, Inc. (Pennsylvania)
UC Acquisition, LLC (Delaware)
UNI-Care Health Services of Maine, LLC (New Hampshire)
Utah CVS Pharmacy, L.L.C. (Utah)
Value Health Care Services LLC (Delaware)
Vermont CVS Pharmacy, L.L.C. (Vermont)
Virginia CVS Pharmacy, L.L.C. (Virginia)
Warm Springs Road CVS, L.L.C. (Nevada)
Washington CVS Pharmacy, L.L.C. (Washington)
Washington Lamb CVS, L.L.C. (Nevada)
Weber Medical Systems LLC (Delaware)
Wellpartner, LLC (Delaware)
West Virginia CVS Pharmacy, L.L.C. (West Virginia)
Westhaven Services Co, LLC (Ohio)
Williamson Drug Company, LLC (Virginia)
Wisconsin CVS Pharmacy, L.L.C. (Wisconsin)
Woodward Detroit CVS, L.L.C. (Michigan)
Work and Family Benefits, Inc. (New Jersey)
Zinc Health Services, LLC (Delaware)
Zinc Health Ventures, LLC (Delaware)
ZS Acquisition Company, LLC (Delaware)

Exhibit D - Anthem Affiliates

Advantage Medical Group, LLC
Alianza Medicos del SurEste, LLC
Alliance Care Management, LLC
AMERIGROUP Community Care of New Mexico, Inc.
Amerigroup District of Columbia, Inc.
Amerigroup Mississippi, Inc.
Amerigroup Pennsylvania, Inc.
AMGP Georgia Managed Care Company, Inc.
AMH Health, LLC
AMH Health Plans of Maine, Inc.
Anthem Benefits Agency, Inc. f/k/a EHC Benefits Agency, Inc.
Anthem Blue Cross Life and Health Insurance Company
Anthem Financial, Inc.
Anthem Health Plans, Inc.
Anthem Health Plans of Kentucky, Inc.
Anthem Health Plans of Maine, Inc.
Anthem Health Plans of New Hampshire, Inc.
Anthem Health Plans of Virginia, Inc.
Anthem HealthChoice Assurance, Inc. f/k/a Empire HealthChoice Assurance, Inc.
Anthem HealthChoice HMO, Inc. f/k/a Empire HealthChoice HMO, Inc.
Anthem Holding Corp.
Anthem HP, LLC f/k/a HealthPlus HP, LLC
Anthem Insurance Companies, Inc.
Anthem Kentucky Managed Care Plan, Inc.
Anthem Life & Disability Insurance Company
Anthem Life Insurance Company
Anthem Partnership Holding Company, LLC
Anthem Southeast, Inc.
APR, LLC
Arcus Enterprises, Inc.
Associated Group, Inc.
ATH Holding Company, LLC
AUMSI UM Services, Inc.
Beacon Health Financing LLC
Beacon Health Holdings LLC
Beacon Health Options Holdco, Inc.
Beacon Health Vista Parent, Inc.
Beacon Plan Funding, LLC
Best Transportation of PR LLC
BioPlus Parent, LLC
BioPlus Specialty Pharmacy Services, LLC
Blue Cross Blue Shield Healthcare Plan of Georgia, Inc.
Blue Cross Blue Shield of Wisconsin

Blue Cross of California
Blue Cross of California Partnership Plan, Inc.
Carelton Behavioral Care, Inc.
Carelton Behavioral Health Holdings, LLC f/k/a BVO Holdings, LLC
Carelton Behavioral Health, Inc. f/k/a Beacon Health Options, Inc.
Carelton Behavioral Health IPA, Inc. f/k/a CHCS IPA, Inc.
Carelton Behavioral Health of California, Inc. f/k/a Beacon Health Options of California, Inc.
Carelton Behavioral Health Strategies IPA, LLC f/k/a BHS IPA, LLC
Carelton Behavioral Health Strategies, LLC f/k/a Beacon Health Strategies, LLC
Carelton Digital Platforms, Inc.
Carelton Digital Platforms Israel Ltd.
Carelton Employment Company, LLC
Carelton Global Solutions India LLP
Carelton Global Solutions Ireland Limited
Carelton Global Solutions Philippines, Inc.
Carelton Global Solutions Puerto Rico, L.L.C.
Carelton Global Solutions U.S., Inc.
Carelton Health Federal Services, Inc. f/k/a ValueOptions Federal Services, Inc.
Carelton Health of Arizona, Inc. f/k/a CareMore Health Plan of Arizona, Inc.
Carelton Health of Nevada, Inc. f/k/a CareMore Health Plan of Nevada
Carelton Health of New Jersey, Inc. f/k/a ValueOptions of New Jersey, Inc.
Carelton Health of Pennsylvania, Inc. f/k/a Beacon Health Options of Pennsylvania, Inc.
Carelton Health of Texas f/k/a myNEXUS NPHO of Texas
Carelton Health of Virginia, LLC f/k/a CareMore, LLC
Carelton Health Solutions, Inc. f/k/a Health Management Corporation
Carelton Holdings I, Inc.
Carelton Holdings II, LLC.
Carelton Holdings, Inc.
Carelton Insights, Inc.
Carelton Insights IPA of New York, LLC f/k/a myNEXUS NY IPA, LLC
Carelton Medical Benefits Management, Inc. f/k/a American Imaging Management, Inc.
Carelton Palliative Care, Inc. f/k/a Aspire Health, Inc.
Carelton Post Acute Solutions, Inc. f/k/a MyNexus, Inc.
Carelton Research, Inc. f/k/a Health Core, Inc.
Carelton Subrogation, LLC f/k/a Meridian Resource Company, LLC
CareltonRx, Inc.
CareltonRx Pharmacy, Inc.
CareMore Health IPA of New York, Inc.
CareMore Health of Arizona, Inc.
CareMore Health Plan
CareMore Health Plan of Texas, Inc.
CareMore Health System
Caribbean Accountable Care, LLC
Castellana Physician Services, LLC
CCHA, LLC
Centro Medicina Familiar del Norte, LLC

Centros de Medicina Primaria Advantage del Norte, LLC
Centros Medicos Unidos del Oeste, LLC
Cerulean Companies, Inc.
Claim Management Services, Inc.
Clinica Todo Salud - Aibonito, LLC
Clinica Todo Salud, LLC
Clinical Staff Solutions, LLC
Community Care Health Plan of Kansas, Inc.
Community Care Health Plan of Louisiana, Inc.
Community Care Health Plan of Nebraska, Inc.
Community Care Health Plan of Nevada, Inc.
Community Insurance Company
Compcare Health Services Insurance Corporation
Consortio MultiSalud del Norte, Inc.
Consortio MultiSalud del Oeste, Inc.
Crossroads Acquisition Corp.
DeCare Analytics, LLC
DeCare Dental Health International, LLC
DeCare Dental Insurance Ireland, Ltd.
DeCare Dental Networks, LLC
DeCare Dental, LLC
DeCare Operations Ireland, Limited
Delivery Network, LLC
Dental Services Organization, LLC
Designated Agent Company, Inc.
Dogwood Pharmacy, LLC
EasyScripts Cutler Bay, LLC
EasyScripts Hialeah, LLC
EasyScripts Westchester, LLC
EasyScripts, LLC
Elevance Health, Inc.
Elevance Health Information Technology Services, Inc. f/k/a WellPoint Information Technology Services, Inc.
ELV Holding Company, LLC
Federal Government Solutions, LLC
FHC Health Systems, Inc.
Freedom Health, Inc.
Freedom SPV, Inc.
Golden West Health Plan, Inc.
Greater Georgia Life Insurance Company
GR Health Solutions, LLC
Group Retiree Health Solutions, Inc.
Grupo Advantage del Oeste, LLC
Grupo Advantage Metro, LLC
Healthcare Subrogation Group, L.L.C.
HealthKeepers, Inc.

HealthLink Administrators, Inc. f/k/a HealthLink HMO, Inc.
HealthLink, Inc.
Health Ventures Partner, L.L.C.
HealthSun Health Plans, Inc.
HealthSun Physicians Network I, LLC
HealthSun Physicians Network, LLC
Healthy Alliance Life Insurance Company
Highland Acquisition Holdings, LLC
Highland Intermediate Holdings, LLC
Highland Investor Holdings, LLC
HMO Colorado, Inc.
HMO Missouri, Inc.
IEC Group Holdings, Inc.
IEC Group, Inc.
InHealth Management, LLC
IPA Holdings, LLC
Living Complete Technologies, Inc.
MAPR Capital, LLC
MAPR Global, LLC
MAPR Holdings, LLC
Massachusetts Behavioral Health Partnership, LLP
Matthew Thornton Health Plan, Inc.
Medical Dental Network Management, LLC
Missouri Care, Incorporated
MMM Healthcare, LLC
MMM Holdings, LLC
MMM Multi Health, LLC
MMM Transportation, LLC
Momentum Health Partners, LLC
MSO Holdings, LLC
MSO of Puerto Rico, LLC
Nash Holding Company, LLC
National Government Services, Inc.
New England Research Institutes, Inc.
NGS Federal, LLC
Optimum Healthcare, Inc.
OPTIONS Health Care, Inc.
Pasteur Medical Bird Road, LLC
Pasteur Medical Center, LLC
Pasteur Medical Cutler Bay, LLC
Pasteur Medical Group, LLC
Pasteur Medical Hialeah Gardens, LLC
Pasteur Medical Kendall, LLC
Pasteur Medical Management, LLC
Pasteur Medical Miami Gardens, LLC
Pasteur Medical North Miami Beach, LLC

Pasteur Medical Partners, LLC
PHM Healthcare Solutions, Inc.
PHM IntraHospital Physician Group, LLC
PHM MultiDisciplinary Clinic Aguadilla LLC
PHM MultiDisciplinary Clinic Arecibo LLC
PHM MultiDisciplinary Clinic Cabo Rojo LLC
PHM MultiDisciplinary Clinic Guayama LLC
PHM MultiDisciplinary Clinic Maunabo LLC
PHM MultiDisciplinary Clinic, LLC
PHM MultiSalud, LLC
PHM Specialty Network, LLC
Physician Group Practices, LLC
PMC Medicare Choice, LLC
Raina RX LLC
RightCHOICE Managed Care, Inc.
River Medical Pharmacy, LLC
Rocky Mountain Hospital and Medical Service, Inc.
Santa Barbara Specialty Pharmacy, LLC
SellCore, Inc.
Simply Healthcare Plans, Inc.
Southeast Services, Inc.
State Sponsored Services, Inc.
The Elevance Health Companies, Inc.
The Elevance Health Companies of California, Inc.
The Elevance Health Companies of Puerto Rico, LLC
TrustSolutions, LLC
UNICARE Health Plan of West Virginia, Inc.
UNICARE Illinois Services, Inc.
UNICARE National Services, Inc.
UniCare Specialty Services, Inc.
VITA Care, LLC
Wellmax Health Medical Centers, LLC
Wellmax Health Physicians Network, LLC
WellPoint Acquisition, LLC
WellPoint California Services, Inc.
Wellpoint Corporation f/k/a AMERIGROUP Corporation
Wellpoint Delaware, Inc. f/k/a Amerigroup Delaware, Inc.
WellPoint Dental Services, Inc.
Wellpoint Federal Corporation
WellPoint Health Solutions, Inc.
WellPoint Holding Corp.
Wellpoint Insurance Company f/k/a Amerigroup Insurance Company
Wellpoint Insurance Services, Inc.
Wellpoint Iowa, Inc. f/k/a Amerigroup Iowa, Inc.
Wellpoint IPA of New York, LLC f/k/a Amerigroup IPA of New York, LLC
Wellpoint Life and Health Insurance Company f/k/a UniCare Life & Health Insurance Company

Wellpoint Maryland, Inc.

Wellpoint New Jersey, Inc. f/k/a AMERIGROUP New Jersey, Inc.

Wellpoint Ohio, Inc. f/k/a AMERIGROUP Ohio, Inc.

Wellpoint Partnership Plan, LLC f/k/a Amerigroup Partnership Plan, LLC

Wellpoint South Carolina, Inc.

Wellpoint Tennessee, Inc. f/k/a AMERIGROUP Tennessee, Inc.

Wellpoint Texas, Inc. f/k/a AMERIGROUP Texas, Inc.

Wellpoint Washington, Inc. f/k/a AMERIGROUP Washington, Inc.

Wisconsin Collaborative Insurance Company

Exhibit E – Cigna Affiliates

Accredo Health Group, Inc.
Accredo Health, Incorporated
Allegiance Life & Health Insurance Company
American Retirement Life Insurance Company
Ascent Health Services LLC
Bravo Health Mid-Atlantic, Inc.
Bravo Health Pennsylvania, Inc.
Care Continuum, Inc.
CareCore NJ, LLC
Chiro Alliance Corporation
Cigna & CMB Life Insurance Company Limited
Cigna Arbor Life Insurance Company
Cigna Dental Health Of California, Inc.
Cigna Dental Health Of Colorado, Inc.
Cigna Dental Health Of Delaware, Inc.
Cigna Dental Health Of Florida, Inc.
Cigna Dental Health Of Kansas, Inc.
Cigna Dental Health Of Kentucky, Inc.
Cigna Dental Health Of Maryland, Inc.
Cigna Dental Health Of Missouri, Inc.
Cigna Dental Health Of New Jersey, Inc.
Cigna Dental Health Of North Carolina, Inc.
Cigna Dental Health Of Ohio, Inc.
Cigna Dental Health Of Pennsylvania, Inc.
Cigna Dental Health Of Texas, Inc.
Cigna Dental Health Of Virginia, Inc.
Cigna Dental Health Plan Of Arizona, Inc.
Cigna Europe Insurance Company S.A.-N.V.
Cigna Global Insurance Company Limited
Cigna Global Reinsurance Company, Ltd.
Cigna Health and Life Insurance Company
Cigna HealthCare Mid-Atlantic, Inc.
Cigna HealthCare of Arizona, Inc.
Cigna HealthCare of California, Inc.
Cigna HealthCare of Colorado, Inc.
Cigna HealthCare of Connecticut, Inc.
Cigna HealthCare of Florida, Inc.
Cigna HealthCare of Georgia, Inc.
Cigna HealthCare of Illinois, Inc.
Cigna HealthCare of Indiana, Inc.
Cigna HealthCare of Massachusetts, Inc.
Cigna HealthCare of New Hampshire, Inc.
Cigna HealthCare of New Jersey, Inc.

Cigna HealthCare of North Carolina, Inc.
Cigna HealthCare of Pennsylvania, Inc.
Cigna HealthCare of South Carolina, Inc.
Cigna HealthCare of St. Louis, Inc.
Cigna HealthCare of Tennessee, Inc.
Cigna HealthCare of Texas, Inc.
Cigna Holding Company
Cigna Holdings, Inc.
Cigna Insurance Company
Cigna Insurance Middle East S.A.L.
Cigna Life Insurance Company of Canada
Cigna Life Insurance Company of Europe S.A.-N.V.
Cigna National Health Insurance Company
Cigna Services Middle East FZE
Cigna Spruce Holdings GmbH
Cigna Worldwide General Insurance Company Limited
Cigna Worldwide Insurance Company
Cigna-Evernorth Enterprise Services, Inc.
Connecticut General Corporation
Connecticut General Life Insurance Company
CuraScript, Inc.
ESI Mail Pharmacy Service, Inc.
Evernorth Accountable Care, LLC
Evernorth Health, Inc.
Evernorth Wholesale Distribution, Inc.
Evernorth-VillageMD Care Alliance of NJ, LLC (F/K/A “ENAC of NJ, LLC”)
eviCore Healthcare MSI, LLC
Express Reinsurance Company
Express Scripts Administrators LLC
Express Scripts Pharmaceutical Procurement, LLC
Express Scripts Pharmacy, Inc.
Express Scripts Strategic Development, Inc.
Express Scripts Utilization Management Company
Express Scripts, Inc.
HealthSpring Life & Health Insurance Company, Inc.
HealthSpring of Florida, Inc.
Inside RX, LLC
Loyal American Life Insurance Company
ManipalCigna Health Insurance Company Limited
Matrix Healthcare Services, Inc.
Medco Containment Insurance Company of NY
Medco Containment Life Insurance Company
Medco Health Services, Inc.
Medco Health Solutions, Inc.
MSI Health Organization of Texas, Inc.
Provident American Life & Health Insurance Company

Sterling Life Insurance Company
Temple Insurance Company Limited
The Cigna Group

Exhibit F - Humana Affiliates

516-526 West Main Street Condominium Council of Co-Owners, Inc.
A & A HomeCare, Inc.
Aberdeen Holdings, Inc.
Able Home Healthcare, Inc.
Access Home Health of Florida, LLC
Accredited Home Health of Broward, Inc.
Advanced Oncology Services, Inc.
Alexander Infusion, LLC
All About Home Care Management, LLC
Alpine Home Health Care, LLC
Altercare LLC
Altercare of Palm Beach County, LLC
Amazing Home Health Care, Inc.
Amazing Home Health Holdings, LLC
American Homecare Management Corp.
Amicus Medical Center LLC
Amicus Medical Group, Inc.
Amicus Medical Services Organization, LLC
Arcadian Health Plan, Inc.
Asian American Home Care, Inc.
BWB Sunbelt Home Health Services, LLC
California Hospice, LLC
Capital Care Resources of South Carolina, LLC
Capital Care Resources, LLC
Capital Health Management Group, LLC
Care Hope Holdings, Inc.
Care Hope Home Health Agency, Inc.
Care Partners Home Care, LLC
CareNetwork, Inc.
CarePlus Health Plans, Inc.
Cariten Health Plan Inc.
CDO 1, LLC
CDO 2, LLC
CenterWell Accountable Care, LLC
CenterWell Care Solutions, Inc.
CenterWell Certified Healthcare Corp.
CenterWell Health Services (Certified), Inc.
CenterWell Health Services (USA) LLC
CenterWell Health Services Holding Corp.
CenterWell Health Services, Inc.
CenterWell Home Health Services, LLC
CenterWell IPA Solutions, LLC
CenterWell Pharmacy, Inc.

CenterWell Senior Primary Care (FL), Inc.
CenterWell Services of New York, Inc.
CHA HMO, Inc.
Chattahoochee Valley Home Care Services, LLC
Chattahoochee Valley Home Health, LLC
CHMG Acquisition LLC
CHMG of Atlanta, LLC
CHMG of Griffin, LLC
CompBenefits Company
CompBenefits Corporation
CompBenefits Dental, Inc.
CompBenefits Direct, Inc.
CompBenefits Insurance Company
Complex Clinical Management, Inc.
Conviva Care Solutions II, LLC
Conviva Care Solutions, LLC
Conviva Group Holdings, LLC
Conviva Health Management, LLC
Conviva Health MSO of Texas, Inc.
Conviva Medical Center Management, LLC
Conviva Physician Group, LLC
Conviva Specialty, LLC
Corpus Christi Home Care, Inc.
Dental Care Plus Management, Corp.
DentiCare, Inc.
Eagle NY Rx, LLC
Eagle Rx Holdco, Inc.
Eagle Rx, Inc.
Eastern Carolina Home Health Agency, LLC
Echo Primary Care Holdings, LLC
Edge Health MSO, Inc.
Elite Health Medical Centers, LLC
Elite Health Primary Care, LLC
Emphesys Insurance Company
Emphesys, Inc.
Enclara Pharmacia, Inc.
First Home Health, Inc.
Focus Care Health Resources, Inc.
FPG Acquisition Corp.
FPG Acquisition Holdings Corp.
FPG Holding Company, LLC
FPG Senior Services, LLC
GBA Holding, Inc.
GBA West, LLC
Georgia Hospice, LLC
Gilbert's Home Health Agency, Inc.

Go365, LLC
GuidantRx, Inc.
Harden Clinical Services, LLC
Harden HC Texas Holdco, LLC
Harden Healthcare Holdings, LLC
Harden Healthcare, LLC
Harden Home Health, LLC
Harden Hospice, LLC
Harris, Rothenberg International Inc.
Hawkeye Health Services, Inc.
Health Value Management, Inc.
Healthcare Planning of America, LLC
Healthfield Home Health, LLC
Healthfield of Southwest Georgia, LLC
Healthfield of Statesboro, LLC
Healthfield of Tennessee, LLC
Healthfield Operating Group, LLC
Healthfield, LLC
HHS Healthcare Corp.
Home Health Care Affiliates of Central Mississippi, L.L.C.
Home Health Care Affiliates of Mississippi, Inc.
Home Health Care Affiliates, Inc.
Home Health Care of Carteret County, LLC
Home Health of Rural Texas, Inc.
Home Health Services, Inc.
Homecare Holdings, Inc.
Horizon Health Care Services, Inc.
Hospice Pharmacy Solutions, LLC
HP Solutions Holdings, LLC
HUM Provider Holdings, LLC
Humana Active Outlook, Inc.
Humana At Home (Dallas), Inc.
Humana At Home (Houston), Inc.
Humana At Home (San Antonio), Inc.
Humana At Home (TLC), Inc.
Humana At Home 1, Inc.
Humana at Home, Inc.
Humana Benefit Plan of Illinois, Inc.
Humana Benefit Plan of South Carolina, Inc.
Humana Benefit Plan of Texas, Inc.
Humana Dental Company
Humana Digital Health and Analytics Platform Services, Inc.
Humana Direct Contracting Entity, Inc.
Humana Employers Health Plan of Georgia, Inc.
Humana Government Business, Inc.
Humana Health Benefit Plan of Louisiana, Inc.

Humana Health Company of New York, Inc.
Humana Health Insurance Company of Florida, Inc.
Humana Health Plan of California, Inc.
Humana Health Plan of Ohio, Inc.
Humana Health Plan of Texas, Inc.
Humana Health Plan, Inc.
Humana Health Plans of Puerto Rico, Inc.
Humana Healthcare Research, Inc.
Humana Inc.
Humana Innovation Enterprises, Inc.
Humana Insurance Company
Humana Insurance Company of Kentucky
Humana Insurance Company of New York
Humana Insurance of Puerto Rico, Inc.
Humana Management Services of Puerto Rico, Inc.
Humana MarketPOINT of Puerto Rico, Inc.
Humana MarketPOINT, Inc.
Humana Medical Plan of Michigan, Inc.
Humana Medical Plan of Pennsylvania, Inc.
Humana Medical Plan of Utah, Inc.
Humana Medical Plan, Inc.
Humana Pharmacy Solutions, Inc.
Humana Real Estate Company
Humana Regional Health Plan, Inc.
Humana WellWorks LLC
Humana Wisconsin Health Organization Insurance Corporation
HumanaDental Insurance Company
HumanaDental, Inc.
Humco, Inc.
HUM-e-FL, Inc.
Hummingbird Coaching Systems LLC
Independent Care Health Plan
Innovative Financial Group Holdings, LLC
Innovative Financial Partners, LLC
Integracare Holdings, Inc.
Integracare Home Health Services, Inc.
Integracare Intermediate Holdings, Inc.
Integracare of Albany, LLC
Integracare of Athens-Home Health, LLC
Integracare of Olney Home Health, LLC
Integracare of Texas, LLC
Integracare of West Texas-Home Health, LLC
Integracare of Wichita Falls, LLC
KAH Development 10, L.L.C.
KAH Development 12, L.L.C.
KAH Development 14, L.L.C.

KAH Development 4, L.L.C.
Kentucky Homecare Holdings, Inc.
Kentucky Homecare Parent Inc.
KND Development 50, L.L.C.
Lighthouse Hospice - Metroplex, LLC
Lighthouse Hospice Management, LLC
Lighthouse Hospice-San Antonio, LLC
Managed Care Indemnity, Inc.
Med. Tech. Services of South Florida, Inc.
Medstar Home Health, LLC
Med-Tech Services of Dade, Inc.
Med-Tech Services of Palm Beach, Inc.
METCARE of Florida, Inc.
Metropolitan Health Networks, Inc.
Mid-South Home Health Agency, LLC
Mid-South Home Health of Gadsden, LLC
Mid-South Home Health, LLC
Missouri Home Care of Rolla, Inc.
M-SAC, Inc.
Nevada Independent Physicians, LLC
New York Healthcare Services, Inc.
North Region Providers, LLC
Nursing Care-Home Health Agency, Inc.
On the Way Home Care, Inc.
One Home Health Holdings CCTX, LLC
One Home Health Holdings, LLC
One Home Medical Equipment NC, LLC
One Home Medical Equipment TX, LLC
One Home Medical Equipment VA, LLC
One Home Medical Equipment, LLC
One Homecare Solutions, LLC
One Homecare Systems, LLC
One Infusion Pharmacy NC, LLC
One Infusion Pharmacy TX, LLC
One Infusion Pharmacy VA, LLC
One Infusion Pharmacy, LLC
One Nursing Care, LLC
One TPA Systems, Inc.
Outcome Resources,
Outreach Health Services of North Texas, LLC
PBM Holding Co.
PBM Plus Mail Service Pharmacy, LLC
PF Development 10, L.L.C.
PF Development 15, L.L.C.
PF Development 16, L.L.C.
PF Development 21, L.L.C.

PF Development 5, L.L.C.
PF Development 7, L.L.C.
PF Development 9, L.L.C.
Pharaoh JV, LLC
PHH Acquisition Corp.
PHHC Acquisition Corp.
PHP Companies, Inc.
Preferred Health Partnership, Inc.
Primary Care Holdings II, LLC
Prime Accountable Care West, LLC
Prime West JV Holdings, LLC
Professional Healthcare at Home, LLC
Professional Healthcare, LLC
QC-Medi New York, Inc.
Quality Care - USA, Inc.
Quality Living Home Health Care LLC
Rees Financial LLC
ROHC, L.L.C.
Senior Home Care, Inc.
SeniorBridge Family Companies (FL), Inc.
SeniorBridge Family Companies (NY), Inc.
SHC Holding, Inc.
South Florida Cardiology Associates, LLC
Southern Nevada Home Health Care, Inc.
Synergy Home Care-Acadiana Region, Inc.
Synergy Home Care-Capitol Region, Inc.
Synergy Home Care-Central Region, Inc.
Synergy Home Care-Northeastern Region, Inc.
Synergy Home Care-Northshore Region, Inc.
Synergy Home Care-Northwestern Region, Inc.
Synergy Home Care-Southeastern Region, Inc.
Synergy, Inc.
TAR Heel Health Care Services, LLC
Texas Dental Plans, Inc.
The Dental Concern, Inc.
The Lead Store LLC
Total Care Home Health of Louisburg, LLC
Total Care Home Health of North Carolina, LLC
Total Care Home Health of South Carolina, LLC
Transcend Population Health Management II, LLC
Trident Home Health, LLC
Trilogy Home Healthcare NE FL, Inc.
Trilogy Home Healthcare SW FL, Inc.
Trueshore BPO, LLC
Trueshore S.R. I.
Van Winkle Home Health Care, Inc.

Vernon Home Health Care Agency, LLC

Versa Management LLC

Vitality HHS Holdings, Inc.

Vitality Home Care, Inc.

Voyager Acquisition, L.P.

Voyager Home Health, Inc.

Voyager Hospicecare, Inc.

Wake Forest Baptist Health Care at Home, LLC

Exhibit G - UnitedHealth Affiliates

1070715 B.C. Unlimited Liability Company
1st Avenue Pharmacy, Inc.
310 Canyon Medical, LLC
4C MSO LLC
5995 Minnetonka, LLC
A Better Way Therapy, L.L.C.
A+ Learning and Development Centers LLC
AAA Home Health, Inc.
Able Home Health, Inc. (Alabama)
Able Home Health, Inc. (Mississippi)
AbleTo, Inc.
Acadian Home Health Care Services, L.L.C.
Acadian HomeCare of New Iberia, LLC
Acadian HomeCare, L.L.C.
Acadian Physical Therapy Services, LLC
Access Hospice, LLC
Accurate Rx Pharmacy Consulting, LLC
AccuReg Holdings, LLC
ACHC ACO, LLC
ACN Group IPA of New York, Inc.
ACN Group of California, Inc.
ACO Clinical Partners, LLC
Administradora Clínica La Colina S.A.S.
Administradora Country S.A.S.
Administradora Médica Centromed S.A.
Adult Day Care of America, Inc.
Advanced Care House Calls of Alabama, LLC
Advanced Care House Calls of California, LLC
Advanced Care House Calls of Colorado, LLC
Advanced Care House Calls of Connecticut, LLC
Advanced Care House Calls of Florida, LLC
Advanced Care House Calls of Georgia, LLC
Advanced Care House Calls of Idaho, LLC
Advanced Care House Calls of Illinois, LLC
Advanced Care House Calls of Maryland, LLC
Advanced Care House Calls of Massachusetts, LLC
Advanced Care House Calls of Michigan, LLC
Advanced Care House Calls of Mississippi, LLC
Advanced Care House Calls of New Hampshire, LLC
Advanced Care House Calls of New Mexico, LLC
Advanced Care House Calls of Oregon, LLC
Advanced Care House Calls of Pennsylvania, LLC
Advanced Care House Calls of Rhode Island, LLC

Advanced Care House Calls of South Carolina, LLC
Advanced Care House Calls of Tennessee, LLC
Advanced Care House Calls of Texas, LLC
Advanced Care House Calls of Virginia, LLC
Advanced Care House Calls of Washington, LLC
Advanced Care House Calls of Wisconsin, LLC
Advanced Clinical Partners, LLC
Advanced Geriatric Education & Consulting, LLC
Advanced Surgery Center of Carlsbad, LLC
Advanced Surgery Center of Clifton, LLC
Advanced Surgical Center, LLC
Advanced Surgical Hospital, LLC
Advanced Therapy Associates, LLC
Advocate Condell Ambulatory Surgery Center, LLC
Advocate Southwest Ambulatory Surgery Center, L.L.C.
Advocate-SCA Partners, LLC
Aesthetic Plastic Surgery Institute of Louisville, LLC
AFAM Acquisition, LLC
AFAM Holding Co II, LLC
AFAM Holding Co III, LLC
AFAM Holding Co IV, LLC
AFAM Holding Co V, LLC
AFAM Holding Co, LLC
AFAM Sub I, LLC
AF-CH-HH, LLC
Affirmations Psychological Services, LLC
AHCG Management, LLC
AHN Central Services, LLC
AHN Target Holdings, LLC
AHP CHS Holdings LLC
Alabama Health Care Group, LLC
Alabama Homecare of Montgomery, LLC
Alabama Physical Therapy Services of Birmingham, LLC
Alaska Health Care Group, LLC
Aliansalud Entidad Promotora de Salud S.A.
All Savers Insurance Company
All Savers Life Insurance Company of California
Allina Health Surgery Center - Lakeville, LLC
Allina Health Surgery Center - Vadnais Heights, LLC
Almost Family ACO Services of Kentucky, LLC
Almost Family ACO Services of South Florida, LLC
Almost Family ACO Services of Tennessee, LLC
Almost Family PC of Ft. Lauderdale, LLC
Almost Family PC of Kentucky, LLC
Almost Family PC of SW Florida, LLC
Almost Family PC of West Palm, LLC

Almost Family Personal Care, LLC
Almost Family, Inc.
Aloha Surgical Center, LLC
Altus Hospice of Georgia, LLC
Ambient Healthcare, Inc.
Ambient Holdings, Inc.
Ambulatory Center for Endoscopy, L.L.C.
Ambulatory Partner Holdings, LLC
American Health Network of Indiana II, LLC
American Health Network of Kentucky, LLC
American Health Network of Ohio Care Organization, LLC
American Health Network of Ohio II, LLC
American Health Network of Ohio, LLC
AmeriChoice Corporation
AmeriChoice of New Jersey, Inc.
AMG Health, LLC
Amigo Family Counseling, LLC
Análisis Clínicos ML S.A.C.
Antelope Valley Surgery Center, L.P.
Apex Clinical Partners, LLC
Apothecary Holdings, Inc.
AppleCare Medical Management, LLC
Aquitania Chilean Holding SpA
Arcadia JV Holdings, LLC
ArchWell Health Medical Holdings, LLC
ArchWell Health Medical of Florida, LLC
ArchWell Health MSO, LLC
ArchWell Health, LLC
Arise Physician Group
Arizona Health Care Group, LLC
Arizona In-Home Healthcare Partnership-I, LLC
Arizona In-Home Healthcare Partnership-II, LLC
Arizona In-Home Healthcare Partnership-III, LLC
Arizona In-Home Partner-I, LLC
Arizona In-Home Partner-II, LLC
Arizona In-Home Partner-III, LLC
Arizona Physical Therapy Services of Cottonwood, LLC
Arizona Physical Therapy Services of Mesa, LLC
Arizona Physical Therapy Services of Phoenix, LLC
Arizona Physical Therapy Services of Scottsdale, LLC
Arizona Physicians IPA, Inc.
Arkansas Extended Care, LLC
Arkansas Health Care Group, LLC
Arkansas Healthcare Partners, LLC
Arkansas Home Health Providers-III, LLC
Arkansas Home Health Providers-IV, LLC

Arkansas Home Hospice, LLC
Arkansas HomeCare of Forrest City, LLC
Arkansas HomeCare of Fulton, LLC
Arkansas HomeCare of Hot Springs, LLC
Arkansas In-Home Healthcare Partnership-I, LLC
Arkansas In-Home Healthcare Partnership-II, LLC
Arkansas In-Home Partner-I, LLC
Arkansas In-Home Partner-II, LLC
Arkansas Nursing Providers, LLC
Arkansas Physical Therapy Services of Conway, LLC
Arkansas Physical Therapy Services of Rogers, LLC
Arusha LLC
ASC Computer Software (NZ) Limited
ASC Computer Software Pty. Ltd.
ASC Holdings of New Jersey, LLC
ASC Network, LLC
Ascribe Limited
Ascribe Limited
Assisted Care by Black Stone of Central Ohio, LLC
Assisted Care by Black Stone of Cincinnati, LLC
Assisted Care by Black Stone of Dayton, LLC
Assisted Care by Black Stone of Northwest Ohio, LLC
Assisted Care by Black Stone of Toledo, LLC
Assured Capital Partners, Inc.
ASV-HOPCo-SCA Cornerstone, LLC
Athens-Limestone HomeCare, LLC
Atlanta Outpatient Surgery Center, Inc.
Atlanta Surgery Center, Ltd. (L.P.)
Atlantic Gastro Surgicenter, LLC
Atlantic Homeaid, Inc.
Atlantic Homecare, Inc.
Atrius MSO, LLC
Augusta Home Care Services, LLC
Aventura Medical Tower Surgery Center, LLC
Avery Parent Holdings, Inc.
Aveta Inc.
AxelaCare Intermediate Holdings, LLC
AxelaCare, LLC
Banmédica Colombia S.A.S.
Banmédica Internacional SpA
Banmédica S.A.
Baton Rouge HomeCare, L.L.C.
Bayfront HMA Home Health LLC
Beach Surgical Holdings III, LLC
Beauregard Memorial Hospital HomeCare, L.L.C.
Behavioral Healthcare Options, Inc.

Beltway Surgery Centers, L.L.C.
Benefit Administration for the Self Employed, L.L.C.
Benefitter Insurance Solutions, Inc.
Berwick Home Care Services, LLC
BGR Acquisition, LLC
BHC Services, Inc.
Bind Benefits, Inc.
Birmingham Home Care Services, LLC
Birmingham Outpatient Surgical Center, LLC
Black Stone of Central Ohio, LLC
Black Stone of Cincinnati, LLC
Black Stone of Dayton, LLC
Black Stone of Northeast Ohio, LLC
Black Stone of Northwest Ohio, LLC
Black Stone Operations, LLC
Blackstone Group, LLC
Blackstone Health Care, LLC
Bloomfield ASC, LLC
Blue Island Home Care Services, LLC
Blue Ridge GP, LLC
Bluegrass Accountable Care, LLC
Body Image Therapy Center Intensive LLC
Boone Memorial HomeCare, LLC
Bordeaux (Barbados) Holdings I, SRL
Bordeaux (Barbados) Holdings II, SRL
Bordeaux Holding SpA
Bordeaux Holdings, LLC
Bordeaux International Financing, Inc.
Bordeaux International Holdings, Inc.
Bordeaux UK Holdings I Limited
Bordeaux UK Holdings II Limited
Bordeaux UK Holdings III Limited
Bracor, Inc.
Brevard HMA Home Health, LLC
Brevard HMA Hospice, LLC
Brighter Financial, Inc.
BriovaRx Infusion Services 102, LLC
BriovaRx of Florida, Inc.
BriovaRx of Maine, Inc.
BriovaRx of Massachusetts, LLC
Brookdale Hospice of Philadelphia, LLC
California Health Care Group, LLC
California Medical Group Insurance Company, Risk Retention Group
Cambridge Home Health Care Holdings, Inc.
Cambridge Home Health Care, Inc.
Cambridge Home Health Care, Inc./Private

Cambridge Personal Care, LLC
Camden HomeCare, LLC
Camp Hill-SCA Centers, LLC
Cape Fear Valley HomeCare and Hospice, LLC
Capital City Medical Group, L.L.C.
Capstone Behavioral Health, Inc.
Care Advisors by Black Stone, LLC
Care Improvement Plus of Texas Insurance Company
Care Improvement Plus South Central Insurance Company
Care Improvement Plus Wisconsin Insurance Company
Care Logistics, LLC
CareMount Dental Member, LLC
CareMount Health Solutions, LLC
CareMount Value Partners IPA, LLC
Caretenders of Cleveland, Inc.
Caretenders of Columbus, Inc.
Caretenders of Jacksonville, LLC
Caretenders Visiting Services Employment Company, Inc.
Caretenders Visiting Services of District 6, LLC
Caretenders Visiting Services of District 7, LLC
Caretenders Visiting Services of Gainesville, LLC
Caretenders Visiting Services of Hernando County, LLC
Caretenders Visiting Services of Kentuckiana, LLC
Caretenders Visiting Services of Ocala, LLC
Caretenders Visiting Services of Orlando, LLC
Caretenders Visiting Services of Pinellas County, LLC
Caretenders Visiting Services of Southern Illinois, LLC
Caretenders Visiting Services of St. Augustine, LLC
Caretenders Visiting Services of St. Louis, LLC
Caretenders VNA of Ohio, LLC
Caretenders VS of Boston, LLC
Caretenders VS of Central KY, LLC
Caretenders VS of Lincoln Trail, LLC
Caretenders VS of Louisville, LLC
Caretenders VS of Ohio, LLC
Caretenders VS of SE Ohio, LLC
Caretenders VS of Western KY, LLC
Castle Rock SurgiCenter, LLC
Catalyst360, LLC
Catamaran S.á.r.l.
CDC Holdings Colombia S.A.S.
Cedar Creek Home Health Care Agency, LLC
Center for Quality Improvement, LLC
Central Florida Partnership, LLC
Central Jersey Ambulatory Surgical Center, L.L.C.
Centre Home Care LLC

CentrifyHealth, LLC
Centro de Entrenamiento Capacitación en Reanimación SpA
Centro de Servicios Compartidos Banmédica SpA
Centro Odontológico Americano S.A.C.
Centromed Quilpué S.A.
Centros Médicos y Dentales Multimed Ltda.
Centurion Casualty Company
Chalfont HoldCo, LLC
Change Encircle, LLC
Change Healthcare Advocates, LLC
Change Healthcare Business Fulfillment, LLC
Change Healthcare Canada Company
Change Healthcare Communications, LLC
Change Healthcare Correspondence Services, Inc.
Change Healthcare Engagement Solutions, Inc.
Change Healthcare eRx Canada, Inc.
Change Healthcare Finance, Inc.
Change Healthcare HealthQx, LLC
Change Healthcare Holdco Inc.
Change Healthcare Holdings, Inc.
Change Healthcare Holdings, LLC
Change Healthcare Imaging Australia Pty Limited
Change Healthcare Inc.
Change Healthcare Intermediate Holdings, Inc.
Change Healthcare Intermediate Holdings, LLC
Change Healthcare Ireland Limited
Change Healthcare Ireland Solutions Limited
Change Healthcare LLC
Change Healthcare Operations, LLC
Change Healthcare Payer Payment Integrity, LLC
Change Healthcare Performance, Inc.
Change Healthcare Pharmacy Solutions, Inc.
Change Healthcare Philippines, Inc.
Change Healthcare Practice Management Solutions Group, Inc.
Change Healthcare Practice Management Solutions Investments, Inc.
Change Healthcare Practice Management Solutions, Inc.
Change Healthcare Puerto Rico, LLC
Change Healthcare Resources Holdings, Inc.
Change Healthcare Resources IPA, LLC
Change Healthcare Resources LLC
Change Healthcare Solutions, LLC
Change Healthcare Technologies, LLC
Change Healthcare Technology Enabled Services, LLC
Change Healthcare UK Holdings Limited
Channel Islands Surgicenter Properties, LLC
Charlotte-SC, LLC

Chester River Home Care & Hospice, LLC
Chesterfield Visiting Nurses Service, Inc.
Citrus Regional Surgery Center, L.P.
Claims Management Systems, Inc.
Clarksville Home Care Services, LLC
Clay County Hospital Home Care, LLC
Clear Health Strategies, LLC
Cleveland Home Care Services, LLC
Clínica Alameda SpA
Clínica Bío Bío SpA
Clínica Ciudad del Mar S.A.
Clínica Dávila y Servicios Médicos S.p.A.
Clínica San Felipe S.A.
Clínica Sánchez Ferrer S.A.
Clínica Santa María S.p.A.
Clínica Vespucio S.A.
Clinical Partners of Colorado Springs, LLC
Clinton Home Health & Hospice, LLC
CMC Home Health and Hospice, LLC
Coalition for Advanced Pharmacy Services, Inc.
Coastal Counseling Center, Inc.
Cobranzas Banmédica SpA
Collaborative Care Holdings, LLC
Collaborative Care Services, Inc.
Collaborative Realty, LLC
Colmedica Medicina Prepagada S.A.
Colonial Outpatient Surgery Center, LLC
Colonial Practice Management, LLC
Colorado Clinical Partners, LLC
Colorado Health Care Group, LLC
Colorado In-Home Healthcare Partnership-I, LLC
Colorado In-Home Partner-I, LLC
Colorado Innovative Physician Solutions, Inc.
Colorado Springs Surgery Center, Ltd.
Comfort Care Transportation, LLC
Commonwealth Clinical Partners, LLC
Compassionate Healthcare Management Group, Inc.
Compassionate Hospice of Georgia, Inc.
Connecticut Health Care Group Holdings, LLC
Connecticut Home Health Care, Incorporated
Connecticut Surgery Center, Limited Partnership
Connecticut Surgery Properties, LLC
Connecticut Surgical Center, LLC
ConnectYourCare, Inc.
ConnectYourCare, LLC
Constructora Inmobiliaria Magapoq S.A.

Consumer Wellness Solutions, LLC
Coosa Valley HomeCare, LLC
Cornerstone Palliative and Hospice LLC
Cornerstone Surgery Center, LLC
Country Scan Ltda.
Covenant Palliative and Hospice, LLC
Crossroads Home Care Services, LLC
Cruise DE, Inc.
Crystal Run Ambulatory Surgery Center of Middletown, LLC
Crystal Run Healthcare ACO, LLC
Crystal Run Transformation Services, LLC
CTVSA Holdings, LLC
CTVSA Management, LLC
Cypress Care, Inc.
Dallas County Medical Center HomeCare, L.L.C.
Database Solutions II, LLC
Daybreak Real Estate, LLC
Day-Op Surgery Consulting Company, LLC
DBP Services of New York IPA, Inc.
Delaware Health Care Group, LLC
Delaware Surgery Center, LLC
Deming Home Care Services, LLC
Dental Benefit Providers of California, Inc.
Dental Benefit Providers, Inc.
Derry Surgical Center, LLC
Diagnóstico Ecotomográfico Centromed Ltda.
Diasnóstico por Imágenes Centromed Ltda.
Digestive Health Specialists Endoscopy Center - Arizona, LLC
Diplomat Blocker, LLC
Diplomat Corporate Properties, LLC
Diplomat Pharmacy, Inc.
Discovery Counseling & Consulting, LLC
Distance Learning Network, Inc.
divvyMED, LLC
DocASAP US, LLC
DocASAP, Inc.
Doctor + S.A.C.
Dovetail Digital Limited
Dry Creek Surgery Center, LLC
DSP Flint Real Estate, LLC
DSP-Building C, LLC
DTC Surgery Center, LLC
DWIC of Tampa Bay, Inc.
E Street Endoscopy, LLC
Ear Professionals International Corporation
East Alabama Medical Center HomeCare, LLC

East Arkansas Health Holdings, LLC
East Brunswick Surgery Center, LLC
East Side Endoscopy, L.L.C.
Eastern Georgia Partnership, LLC
ECBC General Partner, LLC
eCode Solutions, LLC
Edelson and Associates, Inc.
Edenbridge Healthcare Limited
Egan Health Care Corporation
Egan Healthcare of Northshore, Inc.
Egan Healthcare of Plaquemines, Inc.
Egan Hospice Services of the Northshore, LLC
Egton Limited
Egton Medical Information Systems Limited
EH-SCA Holdings, LLC
El Dorado Home Care Services, LLC
Electronic Network Systems, Inc.
Elite Physical Therapy Services, LLC
Elk Valley Health Services, LLC
Elk Valley Home Health Care Agency, LLC
Elk Valley Professional Affiliates, Inc.
EM Orange Tree LLC
Emerald Coast Surgery Center, L.P.
EMIS Care Limited
EMIS Group Limited
EMIS Health Community Pharmacy Limited
EMIS Health India Private Limited
EMIS Health Limited
EMIS Health Primary Care Limited
EMIS Health Secondary Care Limited
EMIS Health Specialist Care Limited
Emisar Pharma Services LLC
Emporia Home Care Services, LLC
Empremédica S. A.
Endo Parent, Inc.
Endoscopy Associates of Valley Forge, LLC
Endoscopy Center Affiliates, Inc.
Endoscopy Center of Bucks County, LP
Enterprise Life Insurance Company
EP Campus I, LLC
EPIC Health Plan
EPIC Management Services, LLC
Episource LLC
Equian Parent Corp.
Equian, LLC
eRx Network Holdings, Inc.

eRx Network, LLC
Eureka Springs Hospital HomeCare, LLC
Eureka Springs Hospital Hospice, LLC
Everett MSO, Inc.
Excel MSO, LLC
Excelsior Insurance Brokerage, Inc.
Executive Health Resources, Inc.
Executive Surgery Center, L.L.C.
Eye Specialists Surgery Centers LLC
Fairhaven Holdings, LLC
Fairhaven Real Estate, LLC
Family Health Care Services
Family Home Hospice, Inc.
Fayette Medical Center HomeCare, LLC
Feliciana Physical Therapy Services, LLC
First Family Insurance, LLC
First Risk Advisors, Inc.
FirstCall Health Services, Inc.
Florence Home Care Services, LLC
Florence Visiting Nurses Service, Inc.
Florida Physical Therapy Services of Fort Myers, LLC
Florida Physical Therapy Services of Gainesville, LLC
Florida Physical Therapy Services of Miramar, LLC
Florida Physical Therapy Services of Ocala, LLC
Florida Physical Therapy Services of Orlando, LLC
Florida Physical Therapy Services of Ormond Beach, LLC
Florida Physical Therapy Services of Panama City, LLC
Florida Physical Therapy Services of Pensacola, LLC
Florida Physical Therapy Services of Sarasota II, LLC
Florida Physical Therapy Services of Sarasota, LLC
Florida Physical Therapy Services of Sun City, LLC
Floyd HomeCare, LLC
FMG Holdings, LLC
Footman Walker Associates Limited
For Health of Arizona, Inc.
For Health, Inc.
Fort Payne Home Care, LLC
Fort Smith HMA Home Health, LLC
FourteenFish Limited
Franklin Home Care Services, LLC
Franklin Surgical Center LLC
Freedom Data Systems, Inc.
Freedom Life Insurance Company of America
Freeway Surgicenter of Houston, LLC
Frontier Healthcare Billing Services LLC
Frontier Healthcare Management Services, LLC

Frontier Medex Tanzania Limited
FrontierMEDEX Kenya Limited
FrontierMEDEX US, Inc.
FrontierMEDEX, Inc.
Fulton Home Care Services, LLC
Fundación Banmédica
Gadsden Home Care Services, LLC
Galesburg Home Care, LLC
Gamma Acquisition Inc.
GANJ GI Management, LLC
Genoa Healthcare LLC
Genoa Healthcare, Inc.
Genoa of Arkansas, LLC
Genoa Telepsychiatry, Inc.
Genoa, QoL Wholesale, LLC
Georgia Health Care Group, L.L.C.
Georgia HomeCare of Harris, LLC
Gericare, LLC
gethealthinsurance.com Agency Inc.
Gladiolus Surgery Center, L.L.C.
Glenwood Surgical Center, L.P.
Glenwood-SC, Inc.
Global One Ventures, LLC
Global Traveler Organization (Cayman) SPC Limited
Golden Outlook, Inc.
Golden Rule Financial Corporation
Golden Rule Insurance Company
Golden Triangle Surgicenter, L.P.
Grace Hospice, LLC
Granite City Home Care Services, LLC
Grant Memorial HomeCare and Hospice, LLC
Grants Pass Surgery Center, LLC
Grove Place Surgery Center, L.L.C.
GSHS Home Health, LLC
Gulf Homecare, Inc.
H&W Indemnity (SPC), Ltd.
H.I. Investments Holding Company, LLC
Halcyon Healthcare, LLC
Halcyon Hospice of Aiken, LLC
Harken Health Insurance Company
Hattiesburg Home Care Services, LLC
Hays Surgery Center, LLC
HCAT Acquisition Inc.
hCentive, Inc.
HCI Acquisition Corp.
HCP ACO California, LLC

Health at Home - Seattle Metro, LLC
Health at Home - Sonoma, LLC
Health at Home Holdings - Alabama, LLC
Health at Home Holdings - Albuquerque, LLC
Health at Home Holdings - Arizona, LLC
Health at Home Holdings - Boston, LLC
Health at Home Holdings - Charlotte, LLC
Health at Home Holdings - Chicago, LLC
Health at Home Holdings - Detroit, LLC
Health at Home Holdings - Durham, LLC
Health at Home Holdings - Edmond, LLC
Health at Home Holdings - High Point, LLC
Health at Home Holdings - Indianapolis, LLC
Health at Home Holdings - Ohio, LLC
Health at Home Holdings - Philadelphia, LLC
Health at Home Holdings - Portland, LLC
Health at Home Holdings - Seattle Metro, LLC
Health at Home Holdings - Sonoma, LLC
Health at Home Holdings - St. Louis, LLC
Health at Home Holdings - Tulsa, LLC
Health at Home Holdings, LLC
Health at Home Hospice - Chicago, LLC
Health at Home Hospice - Cleveland, LLC
Health at Home Hospice - Columbus, LLC
Health at Home Hospice - Dayton, LLC
Health at Home Hospice - Detroit, LLC
Health at Home Hospice - Indianapolis, LLC
Health at Home Hospice - Minnesota, LLC
Health at Home Hospice - Phoenix, LLC
Health at Home Hospice - Portland, LLC
Health at Home Hospice - Sacramento, LLC
Health at Home Therapy - Atlanta, LLC
Health at Home Therapy - Greenville, LLC
Health at Home Therapy - Knoxville, LLC
Health at Home Therapy - New Jersey, LLC
Health Care-ONE Insurance Agency, Inc.
Health Inventures Employment Solutions, LLC
Health Inventures, LLC
Health Payroll Services, LLC
Health Plan of Nevada, Inc.
Healthcare Associates of Irving PLLC
Healthcare Associates of Texas LLC
Healthcare Gateway Limited
HealthCare Partners ASC-LB, LLC
HealthCare Partners Management Services California, LLC
HealthCare Partners RE, LLC

Healthcare Solutions, Inc.
Healthgrades Marketplace, LLC
Healthline Group, LLC
Healthline Holdings, LLC
Healthline Intermediate Holdings, LLC
Healthline Media UK Limited
Healthline Media, LLC
Healthline UK Holdings Limited
HealthMarkets Group, Inc.
HealthMarkets Insurance Agency, Inc.
HealthMarkets Services, Inc.
HealthMarkets, Inc.
HealthMarkets, LLC
Healthplex Dental Services, Inc.
Healthplex I.P.A., Inc.
Healthplex Insurance Company
Healthplex of CT, Inc.
Healthplex of NJ, Inc.
Healthplex, Inc.
HealthSCOPE Benefits, Inc.
HealthSCOPE Holdings, Inc.
HealthSmart Benefit Solutions, Inc.
HealthSmart Benefits Management, LLC
HealthSmart Care Management Solutions, L.P.
HealthSmart Information Systems, Inc.
HealthSmart Preferred Care II, L.P.
HealthSmart Preferred Network II, Inc.
HealthSmart Primary Care Clinics, LP
HealthSmart Rx Solutions, Inc.
Heart 'n Home Hospice and Palliative Care, LLC
Heart of Hospice, LLC
Heartland Heart and Vascular, LLC
Helena Home Care Services LLC
Help Seguros de Vida S.A.
Help Service S.A.
Help SpA
HGA HomeCare, LLC
HHA of Wisconsin, LLC
Highlands Ranch Healthcare, LLC
HL Greatist, LLC
HMC Home Health, LLC
HNH Birdie One, LLC
Home Care Connections, Inc.
Home Care Plus, Inc.
Home Health Agency - Central Pennsylvania, LLC
Home Health Agency - Collier, LLC

Home Health Agency - Hillsborough, LLC
Home Health Agency - Indiana, LLC
Home Health Agency - Pennsylvania, LLC
Home Health Agency - Philadelphia, LLC
Home Health Agency - Pinellas, LLC
Home Health Care by Black Stone of Central Ohio, LLC
Home Health Care by Black Stone of Cincinnati, LLC
Home Health Care by Black Stone of Dayton, LLC
Home Health Care by Black Stone of Northwest Ohio, LLC
Home Health of Jefferson Co, LLC
Home Medical S.A.
HomeCall, LLC
Honodav SpA
Hood Home Health Service, L.L.C.
Hospice of Central Arkansas, LLC
Housecalls Home Health and Hospice, LLC
Humedica, Inc.
Hygeia Corporation
Hygeia Corporation (Ontario)
Idaho Health Care Group, LLC
Idaho In-Home Healthcare Partnership-I, LLC
Idaho In-Home Partner-I, LLC
IHD Holdings, LLC
Illinois Health Care Group, LLC
Illinois Home Care Holdings, LLC
Illinois Home Health Care, LLC
Illinois Independent Care Network, LLC
Illinois LIV, LLC
Impel Consulting Experts, L.L.C.
Impel Management Services, L.L.C.
Imperial Point Surgery Center, LLC
Imperium Clinical Partner III, LLC
Imperium Clinical Partners II, LLC
Imperium Clinical Partners, LLC
Imperium Health Management, LLC
IN HomeCare Network Central, LLC
IN Homecare Network North, LLC
Indiana Care Organization, LLC
Indiana Health Care Group, LLC
Infirmary Home Health Agency, Inc.
Ingenios Health Co.
Ingenios Health Holdings, Inc.
In-Home Healthcare Partnership II, LLC
In-Home Healthcare Partnership of Texas-I, LLC
In-Home Healthcare Partnership, LLC
In-Home Partner of Texas-I, LLC

Inland Surgery Center, L.P.
Inmobiliaria Apoquindo 3001 S.A.
Inmobiliaria Apoquindo 3600 Ltda.
Inmobiliaria Apoquindo S.A.
Inmobiliaria Clínica Santa María S.A.
Inmobiliaria e Inversiones Alameda S.A.
Inmobiliaria e Inversiones Nueva Apoquindo SpA
Inmobiliaria Viñamed Ltda.
Innovative Senior Care Home Health of Alabama, LLC
Innovative Senior Care Home Health of Albuquerque, LLC
Innovative Senior Care Home Health of Boston, LLC
Innovative Senior Care Home Health of Charlotte, LLC
Innovative Senior Care Home Health of Chicago, LLC
Innovative Senior Care Home Health of Detroit, LLC
Innovative Senior Care Home Health of Durham, LLC
Innovative Senior Care Home Health of Edmond, LLC
Innovative Senior Care Home Health of Hartford, LLC
Innovative Senior Care Home Health of High Point, LLC
Innovative Senior Care Home Health of Indianapolis, LLC
Innovative Senior Care Home Health of Minneapolis, LLC
Innovative Senior Care Home Health of Ohio, LLC
Innovative Senior Care Home Health of Philadelphia, LLC
Innovative Senior Care Home Health of Portland, LLC
Innovative Senior Care Home Health of Rhode Island, LLC
Innovative Senior Care Home Health of St. Louis, LLC
Innovative Senior Care Home Health of Tulsa, LLC
INOVS Surgical at Memorial City, LLC
inPharmative, Inc.
INSPIRIS of Texas Physician Group
Inspiris, Inc.
Integrated Behavioral Health, LLC
Integrity Clinical Partners, LLC
Inter-Hospital Physicians Association, Inc.
International Healthcare Services, Inc.
Inverclinco S.A.S.
Inversiones Clínicas Santa María SpA
IPN Optum Care Network, LLC
Isapre Banmédica S.A.
ISCHH of Minneapolis Holdings, LLC
Jackson County Home Health, LLC
Jackson Home Care Services, LLC
Jacksonville Ambulatory Surgery Center, LLC
Jefferson Regional HomeCare, LLC
Jordan Ridge Family Medicine, LLC
Jourdanton Home Care Services, LLC
Joyable, Inc.

Kalamazoo Endo Center, LLC
Kambros, LLC
KelseyCare Administrators LLC
Kentuckiana Clinical Partners, LLC
Kentucky Accountable Care, LLC
Kentucky Clinical Partners, LLC
Kentucky Health Care Group, LLC
Kentucky Home Health Care, LLC
Kentucky HomeCare of Henderson, LLC
Kentucky In-Home Healthcare Partnership-I, LLC
Kentucky In-Home Healthcare Partnership-II, LLC
Kentucky In-Home Partner-I, LLC
Kentucky In-Home Partner-II, LLC
Kentucky LV, LLC
Kentucky Physical Therapy Services at Richmond Place, LLC
Kentucky Physical Therapy Services of Lexington, LLC
Key West HHA, LLC
Key West PD, LLC
Keystone Healthcare Partnership, LLC
Kirksville Home Care Services, LLC
Knoxville Home Care Services, LLC
KS Management Services, L.L.C.
KS Plan Administrators, LLC
KSMS Holdings, LLC
KSMS Intermediate Holdings I, LLC
KSMS Intermediate Holdings II, LLC
La Esperanza del Perú S.A.
La Porte Home Care Services, LLC
Laboratorio ROE S.A.
Laboratorios Médicos Amed Quilpué S.A.
Lakeland Home Care Services, LLC
Lancaster Home Care Services, LLC
Landmark Group Holdings, LLC
Landmark Health NY IPA, LLC
Landmark Health NY PO, LLC
Landmark Health of California, LLC
Landmark Health of Massachusetts, LLC
Landmark Health of North Carolina, LLC
Landmark Health of Oregon, LLC
Landmark Health of Pennsylvania, LLC
Landmark Health of Washington, LLC
Landmark Health Technologies Private Limited
Landmark Health, LLC
Landmark India, LLC
Landmark MSO, LLC
Landmark Primary Care, LLC

Laser Acquisition Holdings III, LLC
LDI Holding Company, LLC
Leaf River Home Health Care, LLC
Leehar Distributors, LLC
Level2 Health Holdings, Inc.
Level2 Health IPA, LLC
Level2 Health Management, LLC
LHC California Home Health I, LLC
LHC Group Health Clinic, LLC
LHC Group Pharmaceutical Services II, LLC
LHC Group Pharmaceutical Services III, LLC
LHC Group Pharmaceutical Services, L.L.C.
LHC Group Recruiting & Training Center, LLC
LHC Group, Inc.
LHC Health Care Group of Florida, LLC
LHC Home Health Care Group of Michigan, LLC
LHC HomeCare - Lifeline, LLC
LHC HomeCare of Tennessee, LLC
LHC HomeCare of West Virginia, LLC
LHC Loveland Home Health I, LLC
LHC Physician Services of West Virginia, LLC
LHC Physician Services, LLC
LHC Real Estate I, LLC
LHC Real Estate II, LLC
LHCG C, LLC
LHCG CCI, LLC
LHCG CCII, LLC
LHCG CCIII, LLC
LHCG CCIV, LLC
LHCG CCIX, LLC
LHCG CCV, LLC
LHCG CCVI, LLC
LHCG CCVII, LLC
LHCG CCVIII, LLC
LHCG CCX, LLC
LHCG CCXI, LLC
LHCG CCXII, LLC
LHCG CCXIII, LLC
LHCG CCXIV, LLC
LHCG CCXV, LLC
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LHCG CIV, LLC
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LHCG CL, LLC
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LHCG CV, LLC
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LHCG CX, LLC
LHCG CXC, LLC
LHCG CXCI, LLC
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LHCG CXCIII, LLC
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LHCG CXCIX, LLC
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LHCG L, LLC
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LHCG LXXXIV, LLC
LHCG LXXXIX, LLC
LHCG LXXXV, LLC
LHCG LXXXVI, LLC
LHCG LXXXVII, LLC
LHCG LXXXVIII, LLC
LHCG New York Holdings, LLC
LHCG Partner II, LLC
LHCG Partner, LLC
LHCG V, L.L.C.
LHCG VI, L.L.C.
LHCG VIII, L.L.C.
LHCG X, L.L.C.
LHCG XC, LLC
LHCG XCI, LLC
LHCG XCII, LLC
LHCG XCIII, LLC
LHCG XCIV, LLC
LHCG XCIX, LLC
LHCG XCV, LLC
LHCG XCVI, LLC
LHCG XCVII, LLC
LHCG XCVIII, LLC
LHCG XII, L.L.C.
LHCG XIII, L.L.C.
LHCG XIV, L.L.C.
LHCG XIX, LLC
LHCG XL, LLC
LHCG XLI, LLC
LHCG XLII, LLC
LHCG XLIII, LLC
LHCG XLIV, LLC
LHCG XLVI, LLC
LHCG XLVII, LLC
LHCG XLVIII, LLC
LHCG XV, LLC
LHCG XVI, LLC
LHCG XVII, LLC
LHCG XXI, LLC
LHCG XXII, LLC
LHCG XXIII, LLC
LHCG XXIX, LLC
LHCG XXV, LLC

LHCG XXVI, LLC
LHCG XXVII, LLC
LHCG XXXIII, LLC
LHCG XXXIV, LLC
LHCG XXXIX, LLC
LHCG XXXVII, LLC
LHCG XXXVIII, LLC
Lifeline Home Health Care of Bowling Green, LLC
Lifeline Home Health Care of Fulton, LLC
Lifeline Home Health Care of Hopkinsville, LLC
Lifeline Home Health Care of Lady Lake, LLC
Lifeline Home Health Care of Lakeland, LLC
Lifeline Home Health Care of Lexington, LLC
Lifeline Home Health Care of Marathon, LLC
Lifeline Home Health Care of Port Charlotte, LLC
Lifeline Home Health Care of Russellville, LLC
Lifeline Home Health Care of Somerset, LLC
Lifeline Home Health Care of Springfield, LLC
Lifeline Home Health Care of Union City, LLC
Lifeline HomeCare of Salem, LLC
Lifeline of West Tennessee, LLC
Lifeline Private Duty Services of Kentucky, LLC
Lifeline Rockcastle Home Health, LLC
Lifeprint Accountable Care Organization, LLC
LifeWell. Ltd. Co.
Lindenhurst Holding, LLC
Litson Certified Care, Inc.
Litson Health Care, Inc.
LLC-I, L.L.C.
LLC-II, L.L.C.
Logan Surgical Suites, LLC
Long Island Digestive Endoscopy Center, LLC
Long Term Solutions, Inc.
Louisa Home Care Holdings, LLC
Louisa Home Care Services, LLC
Louisiana Extended Care Hospital of Kenner, LLC
Louisiana Health Care Group, L.L.C.
Louisiana Home Health of Feliciana, LLC
Louisiana Home Health of Hammond, L.L.C.
Louisiana Home Health of Houma, L.L.C.
Louisiana HomeCare of Delhi, L.L.C.
Louisiana HomeCare of Kenner, L.L.C.
Louisiana HomeCare of Litcher, L.L.C.
Louisiana HomeCare of Minden, L.L.C.
Louisiana HomeCare of Miss-Lou, L.L.C.
Louisiana HomeCare of Monroe, L.L.C.

Louisiana HomeCare of North Louisiana, L.L.C.
Louisiana HomeCare of Northwest Louisiana, L.L.C.
Louisiana HomeCare of Plaquemine, LLC
Louisiana HomeCare of Raceland, L.L.C.
Louisiana HomeCare of Slidell, L.L.C.
Louisiana Hospice & Palliative Care, L.L.C.
Louisiana Hospice Group, LLC
Louisiana In-Home Healthcare Partnership-I, LLC
Louisiana In-Home Healthcare Partnership-II, LLC
Louisiana In-Home Healthcare Partnership-III, LLC
Louisiana In-Home Partner-I, LLC
Louisiana In-Home Partner-II, LLC
Louisiana In-Home Partner-III, LLC
Louisiana Physical Therapy Services of Bossier City, LLC
Louisiana Physical Therapy Services of Harahan, LLC
Louisiana Physical Therapy Services of Lafayette, LLC
Louisiana Physical Therapy, L.L.C.
Louisville S.C., Ltd.
Louisville-SC Properties, Inc.
Loyola Ambulatory Surgery Center at Oakbrook, Inc.
LTS At Home, LLC
Lutheran Campus ASC, LLC
MAMSI Life and Health Insurance Company
Managed Care of North America, Inc.
Managed Physical Network, Inc.
March Holdings, Inc.
March Vision Care, Inc.
Marietta Surgical Center, Inc.
Marin Health Ventures, LLC
Marin Specialty Surgery Center, LLC
Marin Surgery Holdings, Inc.
Marion Regional HomeCare, LLC
Marlin Holding Company LLC
Marshall HomeCare, LLC
Maryland Ambulatory Centers, LLC
Maryland Health Care Group, LLC
Maryland Healthcare Partnership, LLC
Maryland Intermediary-I, LLC
Maryland Intermediary-II, LLC
Maryland Intermediary-III, LLC
Maryland Intermediary-IV, LLC
Maryland Physical Therapy Services of Frederick, LLC
Maryland-SCA Centers, LLC
Massachusetts Assurance Company, Ltd. PIC
Massachusetts Avenue Surgery Center, LLC
Massachusetts Health Care Group, LLC

Massachusetts Physical Therapy Services of Framingham, LLC
Massachusetts Physical Therapy Services of Quincy Bay, LLC
Mayes County HMA Home Health LLC
MCNA Health Care Holdings, LLC
MCNA Insurance Company
MCNA Systems Corp.
MD Ops, Inc.
MD-Individual Practice Association, Inc.
MED 3000 Health Solutions of the Virginias, L.L.C.
MED3000 Health Solutions Southeast
Mederi Caretenders VS of Broward, LLC
Mederi Caretenders VS of SE FL, LLC
Mederi Caretenders VS of SW FL, LLC
Mederi Caretenders VS of Tampa, LLC
Mederi Private Care, LLC
MedExpress Development, LLC
MedExpress Urgent Care Alabama, LLC
MedExpress Urgent Care Maine, Inc.
MedExpress Urgent Care New Hampshire, Inc.
MedExpress Urgent Care of Boynton Beach, LLC
MedExpress Urgent Care, Inc. - Ohio
Medical Center Home Health, LLC
Medical Centers HomeCare, LLC
Medical Clinic of North Texas PLLC
Medical Hilfe S.A.
Medical Support Los Angeles, Inc.
Medical Surgical Centers of America, Inc.
MedSynergies, LLC
Melbourne Surgery Center, LLC
Memorial City Holdings, LLC
Memorial City Partners, LLC
Memorial Houston Surgery Center, LLC
Mena Medical Center Home Health, L.L.C.
Mena Medical Center Hospice, L.L.C.
Mesquite Liberty, LLC
MGH/SCA, LLC
MHC Real Estate Holdings, LLC
Miami Surgery Center, LLC
Michigan In-Home Healthcare Partnership-I, LLC
Michigan In-Home Healthcare Partnership-II, LLC
Michigan In-Home Healthcare Partnership-III, LLC
Michigan In-Home Healthcare Partnership-IV, LLC
Michigan In-Home Partner-I, LLC
Michigan In-Home Partner-II, LLC
Michigan In-Home Partner-III, LLC
Michigan In-Home Partner-IV, LLC

Midwest Center for Day Surgery, LLC
Midwest Hospice, LLC
Midwest JV Holdings, LLC
Mid-West National Life Insurance Company of Tennessee
Midwest Surgery Center Holdings, LLC
Mile High SurgiCenter, LLC
Minnesota Health Care Group, LLC
Mississippi Health Care Group, LLC
Mississippi HomeCare of Jackson II, LLC
Mississippi HomeCare, L.L.C.
Mississippi Physical Therapy Services of Biloxi, LLC
Missouri Health Care Group, LLC
Missouri Physical Therapy Services of Creve Coeur, LLC
Mizell Memorial Hospital HomeCare, LLC
MJ Nursing at Black Stone, LLC
Monarch Management Services, Inc.
Montana Health Care Group, LLC
Montgomery Surgery Center Limited Partnership
Mooresville Home Care Services, LLC
Morris Avenue ASC, LLC
Morristown-Hamblen HomeCare and Hospice, LLC
Mountaineer HomeCare, LLC
MSLA Management LLC
Mt. Pleasant Surgery Center, L.P.
Munroe Regional HomeCare, LLC
Murrells Inlet ASC, LLC
Mustang Razorback Holdings, Inc.
My Wellness Solutions, LLC
NAMM Holdings, Inc.
National Decision Support Company, LLC
National Foundation Life Insurance Company
National Health Industries, Inc.
National Health Information Network, Inc.
National Pacific Dental, Inc.
National Surgery Centers, LLC
Navigator Health, Inc.
Naviguard, Inc.
naviHealth Care at Home, LLC
naviHealth Coordinated Care, LLC
naviHealth Holdings, LLC
naviHealth SM Holdings, Inc.
naviHealth, Inc.
NCP Investment Holdings, Inc.
Nebraska Health Care Group, LLC
Neighborhood Health Partnership, Inc.
Netwerkes, LLC

Nevada Health Care Group, LLC
Nevada Pacific Dental
New Hampshire Health Care Group, LLC
New Hampshire Physical Therapy Services of Hanover, LLC
New Jersey Health Care Group, LLC
New Mexico Health Care Group, LLC
New Mexico Physical Therapy Services of Albuquerque, LLC
New Orleans Regional Physician Hospital Organization, L.L.C.
New West Physicians, Inc.
Newton Holdings, LLC
Nomad Buyer, Inc.
North American Medical Management California, Inc.
North Carolina Health Care Group, LLC
North Carolina In-Home Healthcare Partnership-I, LLC
North Carolina In-Home Healthcare Partnership-II, LLC
North Carolina In-Home Healthcare Partnership-III, LLC
North Carolina In-Home Healthcare Partnership-IV, LLC
North Carolina In-Home Healthcare Partnership-IX, LLC
North Carolina In-Home Healthcare Partnership-V, LLC
North Carolina In-Home Healthcare Partnership-VI, LLC
North Carolina In-Home Healthcare Partnership-VII, LLC
North Carolina In-Home Healthcare Partnership-VIII, LLC
North Carolina In-Home Partner-I, LLC
North Carolina In-Home Partner-II, LLC
North Carolina In-Home Partner-III, LLC
North Carolina In-Home Partner-IV, LLC
North Carolina In-Home Partner-IX, LLC
North Carolina In-Home Partner-V, LLC
North Carolina In-Home Partner-VI, LLC
North Carolina In-Home Partner-VII, LLC
North Carolina In-Home Partner-VIII, LLC
North Okaloosa Home Health LLC
North Puget Sound Oncology Equipment Leasing Company, LLC
Northampton Home Care, LLC
Northeast Arkansas Partnership, LLC
Northeast Georgia Home Health II, LLC
Northeast Washington Home Health, Inc.
Northern Nevada Health Network, Inc.
Northern New Jersey Center for Advanced Endoscopy, LLC
Northern New Jersey Endoscopy Holdings, LLC
Northern Rockies Surgicenter, Inc.
Northlake Real Estate Holdings, LLC
Northlake Surgical Center, L.P.
Northlake Surgicare, Inc.
Northshore Extended Care Hospital, LLC
Northwest Georgia Home Health, LLC

Northwest Healthcare Alliance, Inc.
Northwest Spine and Laser Surgery Center LLC
Northwest Surgicare, LLC
NP Services of IN, LLC
NP Services of KY, LLC
NP Services of NC, LLC
NP Services of OH, LLC
NSC Greensboro, LLC
NSC Lancaster, LLC
NSC Seattle, Inc.
NSC Upland, LLC
Nurse on Call of Arizona, LLC
Oak Shadows of Jennings, L.L.C.
OC Cardiology Practice Partners, LLC
OCC MSO, LLC
OHHP, LLC
Ohio Health Care Group, LLC
Ohio HomeCare, LLC
Ohio In-Home Healthcare Partnership-I, LLC
Ohio In-Home Partner-I, LLC
Ohio Physical Therapy Services of Mayfield Heights, LLC
Ohio Physical Therapy Services of Richmond Heights, LLC
Ohio Physical Therapy Services of Xenia, LLC
OhioSolutions.org LLC
Oklahoma City Home Care Services LLC
Oklahoma Health Care Group, LLC
Omesa SpA
OMNI Health Management, LLC
OMNI Home Health - District 1, LLC
OMNI Home Health - District 2, LLC
OMNI Home Health - District 4, LLC
OMNI Home Health - Hernando, LLC
OMNI Home Health - Jacksonville, LLC
OMNI Home Health Holdings, Inc.
OMNI Home Health Services, LLC
OmniClaim, LLC
Oncocare S.A.C.
OPA MSO, LLC
Optimum Choice, Inc.
Optum Aviator Investor, LLC
Optum Bank, Inc.
Optum Behavioral Care of Delaware, Inc.
Optum Behavioral Care of Ohio, Inc.
Optum Behavioral Care of Virginia, Inc.
Optum Biometrics, Inc.
Optum Care Network of Indiana, LLC

Optum Care Networks, Inc.
Optum Care of New York Management, Inc.
Optum Care Services Company
Optum Care, Inc.
Optum Clinics Holding Company, Inc.
Optum Compounding Services, LLC
Optum Digital Health Holdings, LLC
Optum Direct To Consumer, LLC
Optum Financial, Inc.
Optum Frontier Therapies Commercial Services, Inc.
Optum Frontier Therapies Holdings, LLC
Optum Frontier Therapies II, LLC
Optum Frontier Therapies Specialty Distribution, LLC
Optum Frontier Therapies, LLC
Optum Genomics, Inc.
Optum Global Solutions (India) Private Limited
Optum Global Solutions (Philippines), Inc.
Optum Global Solutions Colombia S.A.S.
Optum Global Solutions International B.V.
Optum Government Solutions, Inc.
Optum Growth Partners, LLC
Optum Health & Technology (Hong Kong) Limited
Optum Health & Technology (India) Private Limited
Optum Health & Technology (Singapore) Pte. Ltd.
Optum Health & Technology (US), LLC
Optum Health & Technology Holdings (US), Inc.
Optum Health Networks, Inc.
Optum Health Plan of California
Optum Health Services (Canada) Ltd.
Optum Health Solutions (Australia) Pty Ltd
Optum Health Solutions (Ireland) Limited
Optum Health Solutions (UK) Limited
Optum Healthcare of Illinois, Inc.
Optum Heart and Vascular Center, LLC
Optum Hospice Pharmacy Services, LLC
Optum Infusion Clinic, LLC
Optum Infusion Services 100, Inc.
Optum Infusion Services 101, Inc.
Optum Infusion Services 103, LLC
Optum Infusion Services 200, Inc.
Optum Infusion Services 201, Inc.
Optum Infusion Services 202, Inc.
Optum Infusion Services 203, Inc.
Optum Infusion Services 204, Inc.
Optum Infusion Services 205, Inc.
Optum Infusion Services 206, Inc.

Optum Infusion Services 207, Inc.
Optum Infusion Services 208, Inc.
Optum Infusion Services 209, Inc.
Optum Infusion Services 301, LP
Optum Infusion Services 302, LLC
Optum Infusion Services 305, LLC
Optum Infusion Services 308, LLC
Optum Infusion Services 401, LLC
Optum Infusion Services 402, LLC
Optum Infusion Services 403, LLC
Optum Infusion Services 404, LLC
Optum Infusion Services 500, Inc.
Optum Infusion Services 501, Inc.
Optum Infusion Services 550, LLC
Optum Infusion Services 551, LLC
Optum Infusion Services 553, LLC
Optum Infusion Services 554, Inc.
Optum Insurance of Ohio, Inc.
Optum Labs Topaz, Inc.
Optum Labs, Inc.
Optum Labs, LLC
Optum Life Sciences (Canada) Inc.
Optum Networks of New Jersey, Inc.
Optum of New York, Inc.
Optum Operations (Ireland) Unlimited Company
Optum Oregon MSO, LLC
Optum Packaging Services, LLC
Optum Peak Endoscopy Center, LLC
Optum Perks LLC
Optum Pharma Services Holdings, Inc.
Optum Pharmacy 700, LLC
Optum Pharmacy 701, LLC
Optum Pharmacy 702, LLC
Optum Pharmacy 704, Inc.
Optum Pharmacy 705, LLC
Optum Pharmacy 706, Inc.
Optum Pharmacy 707, Inc.
Optum Pharmacy 801, Inc.
Optum Public Sector Solutions, Inc.
Optum Rocket, LLC
Optum SCA CS JV Holdings, LLC
Optum Senior Services, LLC
Optum Services (Ireland) Limited
Optum Services (Puerto Rico) LLC
Optum Services, Inc.
Optum Solutions UK Holdings Limited

Optum Specialty Distribution Holdings, LLC
Optum Specialty Distribution, LLC
Optum Specialty Services, LLC
Optum Technology, LLC
Optum UK Solutions Group Limited
Optum Washington Network, LLC
Optum Women's and Children's Health, LLC
Optum, Inc.
Optum360 Services, Inc.
Optum360 Solutions, LLC
Optum360, LLC
OptumCare ACO New Mexico, LLC
OptumCare ACO West, LLC
OptumCare Clinical Trials, LLC
OptumCare Colorado ASC, LLC
OptumCare Colorado Medical Group, LLC
OptumCare Colorado, LLC
OptumCare Endoscopy Center New Mexico, LLC
OptumCare Florida CI, LLC
OptumCare Florida, LLC
OptumCare Holdings Colorado, LLC
OptumCare Holdings, LLC
OptumCare Management, LLC
OptumCare New Mexico, LLC
OptumCare New York IPA, Inc.
OptumCare South Florida, LLC
OptumCare Specialty Practices Investments, LLC
OptumCare Specialty Practices, LLC
OptumHealth Care Solutions, LLC
OptumHealth Holdings, LLC
OptumHealth International B.V.
OptumInsight Holdings, LLC
OptumInsight Life Sciences, Inc.
OptumInsight Provider Value Network ACO - NY, LLC
OptumInsight Provider Value Network ACO, LLC
OptumInsight, Inc.
OptumRx Administrative Services, LLC
OptumRx Discount Card Services, LLC
OptumRx Group Holdings, Inc.
OptumRx Health Solutions, LLC
OptumRx Holdings I, LLC
OptumRx Holdings, LLC
OptumRx Home Delivery of Ohio, LLC
OptumRx NY IPA, Inc.
OptumRx of Pennsylvania, LLC
OptumRx PBM of Illinois, Inc.

OptumRx PBM of Maryland, LLC
OptumRx PBM of Pennsylvania, LLC
OptumRx PBM of Wisconsin, LLC
OptumRx PD of Pennsylvania, LLC
OptumRx Pharmacy of Nevada, Inc.
OptumRx, Inc.
OptumServe Health Services, Inc.
OptumServe Technology Services, Inc.
Oregon Health Care Group, LLC
Oren Meyers, Ph.D., LLC
Orlando Center for Outpatient Surgery, L.P.
Orthology Inc.
OrthoNet Holdings, Inc.
OrthoNet LLC
OrthoNet New York IPA, Inc.
OrthoNet of the South, Inc.
OrthoNet West, Inc.
Orthopedic Center of Louisville, LLC
OrthoWest MSO, LLC
OSB - Tecnologia e Serviços de Suporte Lda.
Ovations, Inc.
Oxford Benefit Management, Inc.
Oxford Health Insurance, Inc.
Oxford Health Plans (CT), Inc.
Oxford Health Plans (NJ), Inc.
Oxford Health Plans (NY), Inc.
Oxford Health Plans LLC
P2P Link, LLC
Pacific Casualty Company, Inc.
PacifiCare Life and Health Insurance Company
PacifiCare Life Assurance Company
PacifiCare of Arizona, Inc.
PacifiCare of Colorado, Inc.
Pacífico S.A. Entidad Prestadora de Salud
Palliative Care At Heart, LLC
Palmetto Express Company, LLC
Palmetto Express, L.L.C.
Panama City Surgery Center, LLC
Parker LP, LLC
Parkway Surgery Center, LLC
Partial Hospital Systems, Inc.
Patient Access Limited
Patient Care Associates, L.L.C.
Patient Care Connecticut, LLC
Patient Care HHA, LLC
Patient Care Medical Services, Inc.

Patient Care New Jersey, Inc.
Patient Care of Hudson County, LLC
Patient Care Pennsylvania II, LLC
Patient Care Pennsylvania, Inc.
Patient Care, Inc.
Patient Platform Limited
Patient's Choice Homecare, LLC
Patient's Choice Hospice and Palliative Care of Louisiana, L.L.C.
Patient's Choice Hospice, LLC
Patrimonio Autónomo Nueva Clínica
Payment Resolution Services, LLC
PDX, Inc.
PE Gastro Management, LLC
PE Gastro MSO Holdings, LLC
PE Healthcare Associates, LLC
PE New Jersey Holdco, LLC
PE North Ridgeville Holdings, LLC
Pennsylvania Health Care Group Holdings, LLC
Pennsylvania In-Home Healthcare Partnership-I, LLC
Pennsylvania In-Home Healthcare Partnership-II, LLC
Pennsylvania In-Home Healthcare Partnership-III, LLC
Pennsylvania In-Home Partner-I, LLC
Pennsylvania In-Home Partner-II, LLC
Pennsylvania In-Home Partner-III, LLC
Penzo Enterprises, LLC
Peoples Health, Inc.
Perham Physical Therapy, LTD
Petersburg Home Care Services, LLC
PF2 IP LLC
PF2 PST Services LLC
PGC Acquisition Holdings, LLC
PGC Endoscopy Center for Excellence, LLC
PGH Global (Cayman) Limited
PGH Global, LLC
PGT Medical Group, Inc.
Phoenix Mental Health and Wellness PLLC
Physician Alliance of the Rockies, LLC
Physicians Accountable Care of Kentucky LLC
Physicians Accountable Care, LLC
Physicians Day Surgery Center, LLC
Physicians Endoscopy Intermediate Holdco, Inc.
Physicians Endoscopy, L.L.C.
Physicians Group of Texas, LLC
Physicians Health Choice of Texas, LLC
Physicians Health Plan of Maryland, Inc.
Physicians' Medical Center, LLC

Physicians' Surgery Center of Downey, LLC
Picayune HomeCare, LLC
Pinnacle Health Partnership LLP
Pinnacle III, LLC
Pinnacle Systems Management Limited
Platejoy, LLC
Plus One Health Management Puerto Rico, Inc.
Plus One Holdings, Inc.
PMC-SCA Holdings, LLC
PMI Acquisition, LLC
PMSI Settlement Solutions, LLC
PMSI, LLC
Polo Holdco, LLC
POMCO Network, Inc.
POMCO, Inc.
Pomerado Outpatient Surgical Center, Inc.
Pomerado Outpatient Surgical Center, L.P.
Ponca City Home Care Services, LLC
Post-Acute Care Center for Research, LLC
Pottstown Home Care Services, LLC
PPH Holdings, LLC
PPH Management Company, L.L.C.
PPH-Columbia, Inc.
Practice Partners in Healthcare, LLC
Preferred Care Network of Florida, Inc.
Preferred Care Network, Inc.
Preferred Care Partners Holding, Corp.
Preferred Care Partners, Inc.
PreferredOne Administrative Services, Inc.
PreferredOne Insurance Company
Premier Choice ACO, Inc.
Premier Surgery Center of Louisville, L.P.
Premiere Medical Resources, LLC
Preston Memorial HomeCare, LLC
Prevention Healthcare Holdings, LLC
Primary Care at Home of Louisiana II, LLC
Primary Care at Home of Louisiana III, LLC
Primary Care at Home of Louisiana IV, LLC
Primary Care at Home of Louisiana, LLC
Primary Care at Home of Maryland, LLC
Primary Care at Home of Tennessee, LLC
Primary Care at Home of West Virginia, LLC
Prime Health, Inc.
PrimeCare Medical Network, Inc.
PrimeCare of Citrus Valley, Inc.
PrimeCare of Corona, Inc.

PrimeCare of Hemet Valley, Inc.
PrimeCare of Inland Valley, Inc.
PrimeCare of Moreno Valley, Inc.
PrimeCare of Redlands, Inc.
PrimeCare of Riverside, Inc.
PrimeCare of San Bernardino, Inc.
PrimeCare of Sun City, Inc.
PrimeCare of Temecula, Inc.
Princeton Community HomeCare, LLC
Princeton Home Health, LLC
Priority Care, Inc.
Pro Surgery Center, LLC
Procura Management, Inc.
Progressive Enterprises Holdings, Inc.
Progressive Medical, LLC
ProHEALTH Medical Management, LLC
ProHealth Physicians ACO, LLC
ProHealth Physicians, Inc.
ProHealth Proton Center Management, LLC
Promotora Country S.A.
Pronounced Health Solutions, Inc.
Prosemedic S.A.C.
Prospero Benefits Management, LLC
Prospero Care Management, LLC
Prospero Management Services, LLC
Protechnic Exeter Limited
Proxemis Limited
QoL Acquisition Holdings Corp.
Queens Endoscopy ASC, LLC
R Cubed, Inc.
Rally Health, Inc.
Rapidus Billing Services, LLC
Real Appeal, LLC
Red Bud Home Care Services, LLC
Red River HomeCare, L.L.C.
Redlands Ambulatory Surgery Center
Redlands-SCA Surgery Centers, Inc.
Refresh Intermediate Holdings, Inc.
Refresh Kentucky, LLC
Refresh Management, LLC
Refresh Mental Health, Inc.
Refresh New Jersey Psych Health LLC
Refresh Parent Holdings, Inc.
Reliant MSO, LLC
Research Surgical Center LLC
Restore OMH Holdings, Inc.

Restore OMH Intermediate Holdings, Inc.
Rhode Island Health Care Group, LLC
Richardson Medical Center HomeCare, L.L.C.
River West Home Care, LLC
Rivercrest Home Health Care, Inc.
Riverside Corporate Wellness, LLC
Riverside Medical Management, LLC
Riverside Surgical Center of Meadowlands, LLC
Riverside Surgical Center of Newark, LLC
Roane HomeCare, LLC
Rockville Eye Surgery Center, LLC
Rocky Mountain Health Maintenance Organization, Incorporated
RVO Health, LLC
RX Systems Limited
S&B Health Care, LLC
Saden S.A.
Salem Home Care, LLC
Salem JV Holdings, LLC
Salem Surgery Center, LLC
Salveo Specialty Pharmacy, Inc.
Sand Lake SurgiCenter, LLC
Sanvello Health Holdings, LLC
Sanvello Health Inc.
SC Affiliates, LLC
SCA AHN JV Holdings II, LLC
SCA AHN JV Holdings, LLC
SCA Alaska Surgery Center, Inc.
SCA Austin Holdings, LLC
SCA Aventura Holdings, LLC
SCA Avon Holdings, LLC
SCA Bloomfield Holdings, LLC
SCA BOSC Holdings, LLC
SCA Cedar Park Holdings, LLC
SCA Clifton, LLC
SCA Colorado Springs Holdings, LLC
SCA Cottonwood Holdings, LLC
SCA Danbury Surgical Center, LLC
SCA Denver Holdings, LLC
SCA Development, LLC
SCA Duluth Holdings, LLC
SCA Duncanville Holdings, LLC
SCA Duncanville MSO, LLC
SCA East Bay Holdings, LLC
SCA eCode Solutions Private Limited
SCA Englewood Health Holdings, LLC
SCA Englewood Holdings, LLC

SCA ESSC Holdings, LLC
SCA Global One Holdings, LLC
SCA Grove Creek Holdings, LLC
SCA Guilford Holdings II, LLC
SCA Guilford Holdings, LLC
SCA Hays Holdings, LLC
SCA Health Anesthesia, LLC
SCA Health Value Enterprise, LLC
SCA Health, LLC
SCA Heartland Holdings, LLC
SCA High Point Holdings, LLC
SCA HoldCo, Inc.
SCA Holding Company, Inc.
SCA Holdings, Inc.
SCA Houston Holdings, LLC
SCA HRH Holdings, LLC
SCA IEC Holdings, LLC
SCA Indiana Holdings, LLC
SCA Jacksonville Holdings, LLC
SCA Louisville, LLC
SCA Lutheran Holdings, LLC
SCA Murrells Inlet, LLC
SCA Northern Utah Holdings, LLC
SCA Northwest Holdings, LLC
SCA Outside New Jersey, LLC
SCA Pacific Holdings, Inc.
SCA Pacific Surgery Holdings, LLC
SCA Palisades Holdings, LLC
SCA Pinehurst Holdings, LLC
SCA Pinnacle Holdings, LLC
SCA Premier Surgery Center of Louisville, LLC
SCA Providence Holdings, LLC
SCA Rockledge JV, LLC
SCA ROCS Holdings, LLC
SCA Rush Oak Brook Holdings, LLC
SCA Sage Medical, LLC
SCA South Ogden Holdings, LLC
SCA Southwest Fort Wayne Holdings, LLC
SCA Southwestern PA, LLC
SCA Specialists of Florida, LLC
SCA SSSC Holdings, LLC
SCA Stonegate Holdings, LLC
SCA Surgery Holdings, LLC
SCA Surgicare of Laguna Hills, LLC
SCA Total Holdings, LLC
SCA Waterloo Holdings, LLC

SCA West Health Holdings, LLC
SCA Westgreen Holdings, LLC
SCA-Albuquerque Surgery Properties, Inc.
SCA-Anne Arundel, LLC
SCA-AppleCare Partners, LLC
SCA-Bethesda, LLC
SCA-Blue Ridge, LLC
SCA-Bonita Springs, LLC
SCA-Boynton Beach, LLC
SCA-Carlsbad Holdings, LLC
SCA-Castle Rock, LLC
SCA-Charleston, LLC
SCA-Chatham, LLC
SCA-Chevy Chase, LLC
SCA-Citrus, LLC
SCA-Colonial Partners, LLC
SCA-Colorado Springs, LLC
SCA-Davenport, LLC
SCA-Denver Physicians Holdings, LLC
SCA-Denver, LLC
SCA-Derry, LLC
SCA-Doral, LLC
SCA-Downey, LLC
SCA-Dry Creek, LLC
SCA-Dublin, LLC
SCA-Encinitas, Inc.
SCA-Eugene, LLC
SCA-First Coast, LLC
SCA-Florence, LLC
SCA-Fort Collins, Inc.
SCA-Fort Walton, Inc.
SCA-Franklin, LLC
SCA-Frederick, LLC
SCA-Freeway Holdings, LLC
SCA-Ft. Myers, LLC
SCA-Gainesville, LLC
SCA-Gladiolus, LLC
SCA-Glenwood Holdings, LLC
SCA-Grants Pass, LLC
SCA-Grove Place, LLC
SCA-Hagerstown, LLC
SCA-Hilton Head, LLC
SCA-Houston Executive, LLC
SCAI Holdings, LLC
SCA-Illinois, LLC
SCA-Imperial Point Holdings, LLC

SCA-JPM Holdings, LLC
SCA-Kissing Camels Holdings, LLC
SCA-Louisville Ortho, LLC
SCA-LPSC Holdings, LLC
SCA-Marina del Rey, LLC
SCA-Mecklenburg Development Corp.
SCA-Memorial City, LLC
SCA-Memorial, LLC
SCA-Merritt, LLC
SCA-Midlands, LLC
SCA-Mobile, LLC
SCA-Mokena, LLC
SCA-Morris County, LLC
SCA-Mt. Pleasant, LLC
SCA-Naperville, LLC
SCA-Naples, LLC
SCA-New Jersey, LLC
SCA-Newport Beach, LLC
Scanner Centromed S.A.
SCA-Optum Nevada Holdings, LLC
SCA-Palm Beach MSO Holdings, LLC
SCA-Palm Beach, LLC
SCA-Panama City Holdings, LLC
SCA-Pocono, LLC
SCA-Portland, LLC
SCA-Practice Partners Holdings, LLC
SCA-Pro Holdings, LLC
SCA-Riverside Partners, LLC
SCA-Riverside, LLC
SCA-Sacred Heart Holdings, LLC
SCA-San Diego, Inc.
SCA-San Luis Obispo, LLC
SCA-Sand Lake, LLC
SCA-Santa Rosa, Inc.
SCA-Seattle, LLC
SCA-Somerset, LLC
SCA-Spartanburg Holdings, LLC
SCA-St. Cloud Holdings, LLC
SCA-St. Louis Holdings, LLC
SCA-St. Louis, LLC
SCA-St. Lucie, LLC
SCA-Surgicare, LLC
SCA-UTH Holdings, LLC
SCA-Verta, LLC
SCA-VLR Holdings Company, LLC
SCA-Wake Forest, LLC

SCA-Western Connecticut, LLC
SCA-Winston-Salem, LLC
SCA-Winter Park, Inc.
SCA-Woodlands Holdings, LLC
SCLHS-SCA Holdings, LLC
SCP Specialty Infusion, LLC
Scranton Quincy Home Care Services, LLC
Seattle Surgery Center LLC
Senior Benefits, L.L.C.
Senior Care Network of Connecticut, LLC
Serquinox Holdings LLC
Servicios de Entrenamiento en Competencias Clínicas SpA
Servicios Integrados de Salud Ltda.
Servicios Médicos Amed Quilpué S.A.
Servicios Médicos Bío Bío Ltda.
Servicios Médicos Ciudad del Mar Ltda.
Servicios Médicos Santa María Ltda.
Servicios Médicos Vespucio Ltda.
Sharon Home Care Services, LLC
SHC Atlanta, LLC
SHC Austin, Inc.
SHC Hawthorn, Inc.
SHC Melbourne, Inc.
Shelbyville Home Care Services, LLC
Sierra Dental Plan, Inc.
Sierra Health and Life Insurance Company, Inc.
Sierra Health Services, Inc.
Sierra Health-Care Options, Inc.
Sierra Home Medical Products, Inc.
Sierra Nevada Administrators, Inc.
Sistema de Administración Hospitalaria S.A.C.
SJ East Campus ASC, LLC
SJ Home Care, LLC
Small Business Insurance Advisors, Inc.
Sociedad de Inversiones Santa María SpA
Solaris JV Holdings, Inc.
Solstice Administration Services, Inc.
Solstice Administrators of Alabama, Inc.
Solstice Administrators of Missouri, Inc.
Solstice Administrators of North Carolina, Inc.
Solstice Administrators, Inc.
Solstice Benefit Services, Inc.
Solstice Benefits, Inc.
Solstice Health Insurance Company
Solstice Healthplans of Arizona, Inc.
Solstice Healthplans of Colorado, Inc.

Solstice Healthplans of Ohio, Inc.
Solstice Healthplans of Texas, Inc.
Solstice Healthplans, Inc.
Solstice of Illinois, Inc.
Solstice of Minnesota, Inc.
Solstice of New York, Inc.
Soluciones en Salud SpA
Solutran, LLC
Somerset Outpatient Surgery, L.L.C.
SOSCCA Holdings, LLC
South Carolina Health Care Group, LLC
South Carolina In-Home Healthcare Partnership-I, LLC
South Carolina In-Home Healthcare Partnership-II, LLC
South Carolina In-Home Healthcare Partnership-III, LLC
South Carolina In-Home Partner-I, LLC
South Carolina In-Home Partner-II, LLC
South Carolina In-Home Partner-III, LLC
South Mississippi Home Health, Inc.
South Mississippi Home Health, Inc. - Region I
South Mississippi Home Health, Inc. - Region II
South Mississippi Home Health, Inc. - Region III
Southeast Alabama HomeCare, LLC
Southeast Louisiana HomeCare, L.L.C.
Southern Georgia Partnership, LLC
Southwest Arkansas HomeCare, LLC
Southwest Medical Associates, Inc.
Southwest Michigan Health Network Inc.
Southwest Missouri HomeCare, LLC
Southwest Post-Acute Care Partnership, LLC
Southwest Surgery Center, LLC
Southwest Surgical Center, LLC
Space Coast Surgical Center, Ltd.
Spartanburg Surgery Center, LLC
Specialists in Urology Surgery Center, LLC
Specialized Outpatient Surgery Center for Children and Adults, LLC
Specialized Pharmaceuticals, Inc.
Specialty Benefits, LLC
Specialty Billing Solutions, LLC
Specialty Extended Care Hospital of Monroe, LLC
Specialty Surgical Center, LLC
Spectera of New York, IPA, Inc.
Spectera, Inc.
Spokane Home Care Services, LLC
Springdale Home Care Services, LLC
SRPS, LLC
St. Cloud MSO, LLC

St. Cloud Surgical Center, LLC
St. James HomeCare, L.L.C.
St. Landry Family Healthcare, LLC
St. Louis Cardiovascular Institute, LLC
St. Louis Specialty Surgical Center, LLC
St. Mary's Medical Center Home Health Services, LLC
Starship Securities LLC
Stonegate Surgery Center, L.P.
Summit Cardiovascular Group, LLC
Summit Properties - Muskogee, LLC
Suncoast Healthcare Partnership, LLC
Suncoast Partner-I, LLC
Suncoast Partner-II, LLC
Suncoast Partner-III, LLC
Suncoast Partnership-I, LLC
Suncoast Partnership-II, LLC
Suncoast Partnership-III, LLC
SunCrest Companion Services, LLC
SunCrest Healthcare of East Tennessee, LLC
SunCrest Healthcare of Middle TN, LLC
SunCrest Healthcare of West Tennessee, LLC
SunCrest Healthcare, Inc.
SunCrest Home Health - Southside, LLC
Suncrest Home Health of AL, Inc.
SunCrest Home Health of Claiborne County, Inc.
SunCrest Home Health of Georgia, Inc.
SunCrest Home Health of Manchester, Inc.
SunCrest Home Health of MO, Inc.
SunCrest Home Health of Nashville, Inc.
SunCrest Home Health of South GA, Inc.
SunCrest Home Health of Tampa, LLC
SunCrest LBL Holdings, Inc.
SunCrest Outpatient Rehab Services of TN, LLC
SunCrest Outpatient Rehab Services, LLC
SunCrest Telehealth Services, Inc.
Sundance Behavioral Resources, LLC
SunSurgery, LLC
Surgery Center at Cherry Creek, LLC
Surgery Center at Cottonwood, LLC
Surgery Center at Grove Creek, LLC
Surgery Center at Kissing Camels, LLC
Surgery Center at South Ogden, LLC
Surgery Center Holding, LLC
Surgery Center of Boca Raton, Inc.
Surgery Center of Colorado Springs, LLC
Surgery Center of Des Moines, LLC

Surgery Center of Easton, LLC
Surgery Center of Ellicott City, Inc.
Surgery Center of Highlands Ranch, LLC
Surgery Center of Longs Peak, LLC
Surgery Center of Louisville, LLC
Surgery Center of Maui, LLC
Surgery Center of Southern Pines, LLC
Surgery Center of The Woodlands, LLC
Surgery Centers of Des Moines, Ltd., an Iowa Limited Partnership
Surgery Centers-West Holdings, LLC
Surgical Care Affiliates, LLC
Surgical Care Partners of Melbourne, LLC
Surgical Center of Tuscaloosa Holdings, LLC
Surgical Center of TVH, LLC
Surgical Health Of Orlando, LLC
Surgical Health, LLC
Surgical Management Solutions, LLC
Surgicare of Jackson, LLC
Surgicare of Joliet, Inc.
Surgicare of La Veta, Inc.
Surgicare of Minneapolis, LLC
Surgicare of Mobile, LLC
Surgicare of Oceanside, Inc.
Surgicare of Owensboro, LLC
Surgicare of Salem, LLC
Surgicare, LLC
Surgicenters of Southern California, Inc.
SWF Home Care Services, LLC
Tecnología de Información en Salud S.A.
Tennessee Health Care Group, LLC
Tennessee In-Home Healthcare Partnership-I, LLC
Tennessee In-Home Healthcare Partnership-II, LLC
Tennessee In-Home Healthcare Partnership-III, LLC
Tennessee In-Home Healthcare Partnership-IV, LLC
Tennessee In-Home Partner-I, LLC
Tennessee In-Home Partner-II, LLC
Tennessee In-Home Partner-III, LLC
Tennessee In-Home Partner-IV, LLC
Tennessee Nursing Services of Morristown, Inc.
Tennessee Physical Therapy Services of Kingsport, LLC
Tennessee Physical Therapy Services of Knoxville, LLC
Tennessee Physical Therapy Services of Memphis, LLC
Tennessee Physical Therapy Services of Mt. Juliet, LLC
Texas Health Care Group Holdings, LLC
Texas Health Care Group of Texarkana, L.L.C.
Texas Health Care Group of The Golden Triangle, LLC

Texas Health Care Group, L.L.C.
Texas Health Surgery Center Forney, LLC
Texas Physical Therapy Services of Baytown, LLC
Texas Physical Therapy Services of Burleson, LLC
The Advisory Board Company
The Center for Cognitive and Behavioral Therapy of Greater Columbus, Inc.
The Center for Eating Disorders Management, Inc.
The Chesapeake Life Insurance Company
The Endoscopy Center of West Central Ohio, LLC
The Lewin Group, Inc.
The Polyclinic MSO, LLC
The Surgical Center of the Treasure Coast, L.L.C.
Thomas Home Health, LLC
Thomas Johnson Surgery Center, LLC
Three Rivers Holdings, Inc.
Three Rivers HomeCare, LLC
Tmesys, LLC
Tomball Texas Home Care Services, LLC
Total Surgery Center, LLC
Trails Edge Surgery Center, LLC
Transformer DE I, LLC
Transformer DE II, LLC
Transformer TX Holdings, LLC
Travel Express Incorporated
Trigg County Home Health, Inc.
Tri-Parish Community HomeCare, L.L.C.
TTCP-SR Holdings, Inc.
Tucson Home Care Services, LLC
Tuscaloosa Anesthesia Associates, LLC
Twin Lakes Home Health Agency, LLC
U.S. Behavioral Health Plan, California
UCHealth HRH-SCA Holdings, LLC
UCH-SCA LPSC Holdings, LLC
UHC Finance (Ireland) Limited
UHC International Services, Inc.
UHC of California
UHCG – FZE
UHCG Holdings (Ireland) Limited
UHCG Services (Ireland) Limited
UHG Holdings 1 (Ireland) Unlimited Company
UHG Holdings 3 (Ireland) Unlimited Company
UHG Holdings UK IV Limited
UHG Holdings UK V Limited
UHG Holdings UK VI Limited
UHG Holdings UK VII Limited
UHG International (Ireland) Unlimited Company

UHC Holdings, Inc.
UMR, Inc.
Unidad Médica Diagnóstico S.A.
Unimerica Insurance Company
Unimerica Life Insurance Company of New York
Unison Health Plan of Delaware, Inc.
United Behavioral Health
United Behavioral Health of New York, I.P.A., Inc.
United Group Reinsurance, Inc.
United Health Foundation
United HealthCare Services, Inc.
United Resource Networks IPA of New York, Inc.
UnitedHealth Advisors, LLC
UnitedHealth Group Inc.
UnitedHealth Group Incorporated
UnitedHealth Group International Finance (Ireland) Unlimited Company
UnitedHealth International, Inc.
UnitedHealth Military & Veterans Services, LLC
UnitedHealthcare Benefits of Texas, Inc.
UnitedHealthcare Benefits Plan of California
UnitedHealthcare Community Plan of California, Inc.
UnitedHealthcare Community Plan of Georgia, Inc.
UnitedHealthcare Community Plan of Ohio, Inc.
UnitedHealthcare Community Plan of Texas, L.L.C.
UnitedHealthcare Community Plan, Inc.
UnitedHealthcare Europe S.á r.l.
UnitedHealthcare Freedom Insurance Company
UnitedHealthcare Freedom Plans, Inc.
UnitedHealthcare Global Medical (UK) Limited
UnitedHealthcare Insurance Company
UnitedHealthcare Insurance Company of America
UnitedHealthcare Insurance Company of Illinois
UnitedHealthcare Insurance Company of New York
UnitedHealthcare Insurance Company of the River Valley
UnitedHealthcare Insurance Designated Activity Company
UnitedHealthcare Integrated Services, Inc.
UnitedHealthcare International I B.V.
UnitedHealthcare International II S.á r.l.
UnitedHealthcare International III B.V.
UnitedHealthcare International III S.á r.l.
UnitedHealthcare International IV S.á r.l.
UnitedHealthcare International VIII S.à r.l.
UnitedHealthcare International X S.à r.l.
UnitedHealthcare Life Insurance Company
UnitedHealthcare of Alabama, Inc.
UnitedHealthcare of Arizona, Inc.

UnitedHealthcare of Arkansas, Inc.
UnitedHealthcare of Colorado, Inc.
UnitedHealthcare of Florida, Inc.
UnitedHealthcare of Georgia, Inc.
UnitedHealthcare of Illinois, Inc.
UnitedHealthcare of Kentucky, Ltd.
UnitedHealthcare of Louisiana, Inc.
UnitedHealthcare of Mississippi, Inc.
UnitedHealthcare of New England, Inc.
UnitedHealthcare of New Mexico, Inc.
UnitedHealthcare of New York, Inc.
UnitedHealthcare of North Carolina, Inc.
UnitedHealthcare of Ohio, Inc.
UnitedHealthcare of Oklahoma, Inc.
UnitedHealthcare of Oregon, Inc.
UnitedHealthcare of Pennsylvania, Inc.
UnitedHealthcare of South Carolina, Inc.
UnitedHealthcare of Texas, Inc.
UnitedHealthcare of the Mid-Atlantic, Inc.
UnitedHealthcare of the Midlands, Inc.
UnitedHealthcare of the Midwest, Inc.
UnitedHealthcare of the Rockies, Inc.
UnitedHealthcare of Utah, Inc.
UnitedHealthcare of Washington, Inc.
UnitedHealthcare of Wisconsin, Inc.
UnitedHealthcare Plan of the River Valley, Inc.
UnitedHealthcare Service LLC
UnitedHealthcare Specialty Benefits, LLC
UnitedHealthcare, Inc.
Unity Health Network, LLC
University of TN Medical Center Home Care Services, LLC
Upland Holdings, LLC
Upland Outpatient Surgical Center, L.P.
Urgent Care Holdings, LLC
Urgent Care MSO, LLC
Urology Associates of North Texas, P.L.L.C.
USHEALTH Academy, Inc.
USHEALTH Administrators, LLC
USHEALTH Advisors, LLC
USHEALTH Funding, Inc.
USHEALTH Group, Inc.
USMD Administrative Services, L.L.C.
USMD Affiliated Services
USMD Holdings, Inc.
USMD Inc.
USMD PPM, LLC

Utah Health Care Group, LLC
Valley Physicians Network, Inc.
Valparaiso Home Care Services, LLC
Vascular Labs of the Rockies ASC, LLC
Venice Home Care Services, LLC
Verta Management Services, LLC
Via Vitae MSO, LLC
Victoria Texas Home Care Services, LLC
Vida Integra S.p.A.
Vida Tres S.A.
Vieosoft, Inc.
Virginia Health Care Group, LLC
Virginia HomeCare, LLC
Virginia In-Home Healthcare Partnership-I, LLC
Virginia In-Home Healthcare Partnership-II, LLC
Virginia In-Home Healthcare Partnership-III, LLC
Virginia In-Home Healthcare Partnership-IV, LLC
Virginia In-Home Healthcare Partnership-IX, LLC
Virginia In-Home Healthcare Partnership-V, LLC
Virginia In-Home Healthcare Partnership-VI, LLC
Virginia In-Home Healthcare Partnership-VII, LLC
Virginia In-Home Healthcare Partnership-VIII, LLC
Virginia In-Home Healthcare Partnership-X, LLC
Virginia In-Home Healthcare Partnership-XI, LLC
Virginia In-Home Healthcare Partnership-XII, LLC
Virginia In-Home Partner-I, LLC
Virginia In-Home Partner-II, LLC
Virginia In-Home Partner-III, LLC
Virginia In-Home Partner-IV, LLC
Virginia In-Home Partner-IX, LLC
Virginia In-Home Partner-V, LLC
Virginia In-Home Partner-VI, LLC
Virginia In-Home Partner-VII, LLC
Virginia In-Home Partner-VIII, LLC
Virginia In-Home Partner-X, LLC
Virginia In-Home Partner-XI, LLC
Virginia In-Home Partner-XII, LLC
Virtua-SCA Holdings III, LLC
Vision NewCo, LLC
Vital Hospice, Inc.
Vivify Health, Inc.
VPay Benefits Corporation
VPay Intermediate Holdings, LLC
VPay, Inc.
Ware Visiting Nurses Service, Inc.
Washington D.C. Health Care Group, LLC

Washington Health Care Group, LLC
Washington HomeCare and Hospice of Central Basin, LLC
Waukegan Hospice, LLC
Wauwatosa Outpatient Surgery Center, LLC
Wayland Square Surgicare Acquisition, L.P.
Wayland Square Surgicare GP, Inc.
Weatherford Home Care Services, LLC
WellMed Medical Management of Florida, Inc.
WellMed Medical Management, Inc.
West Coast Endoscopy Holdings, LLC
West Grove Home Care, LLC
West Tennessee HomeCare, LLC
West Virginia Health Care Group, LLC
West Virginia HomeCare, LLC
West Virginia Physical Therapy Services of Charleston, LLC
Western Arizona Regional Home Health and Hospice, LLC
Western Connecticut Orthopedic Surgical Center, LLC
Western Region Health Corporation
Westgreen Surgical Center, LLC
WESTMED Practice Partners LLC
Wetzel County HomeCare, LLC
Wichita Falls Texas Home Care, LLC
Wilkes-Barre Home Care Services, LLC
Willcare Consumer Directed, Inc.
Willcare, Inc.
Willow Park Endoscopy Center, LLC
Wisconsin Health Care Group, LLC
Woods Home Health, LLC
Woodward Home Care Services, LLC
Wyoming Health Care Group, LLC
XLHealth Corporation
XLHealth Corporation India Private Limited
Xplor Counseling, LLC
York Home Care Services, LLC
Youngstown Home Care Services, LLC

**CLASS ACTION SETTLEMENT AGREEMENT AMONG THIRD PARTY
PAYORS AND SETTLING DISTRIBUTORS**

EXHIBIT H - CLAIM FORM

United States District Court for the Northern District of Ohio
Eastern DivisionIN RE: NATIONAL PRESCRIPTION OPIATE
LITIGATION

MDL 2804

Case No. 1:17-md-2804

INSTRUCTIONS FOR SUBMITTING YOUR CLAIM FORM

A Third-Party Payor (TPP) Class Member or an authorized agent for a TPP Class Member may complete this Claim Form. The Notice and Claims Administrator may request supporting documentation in addition to the documentation and information requested below. The Notice and Claims Administrator may reject a claim if the TPP Class Member or its authorized agent does not provide all requested documentation and information in a timely manner. If both a TPP Class Member and its authorized agent submit a Claim Form, the Notice and Claims Administrator will review both and determine which is controlling, as well as the amount of the Claim, giving consideration to the extent to which the claims overlap or supplement one another.

If you are a TPP Class Member submitting a Claim Form on your own behalf, you must provide the information requested in “**Section A – COMPANY OR HEALTH PLAN TPP CLASS MEMBER ONLY**,” in addition to the other information requested in this Claim Form.

If you are an **authorized agent** of one or more TPP Class Members, you must provide the information requested in “**Section B – AUTHORIZED AGENT ONLY**,” in addition to the other information requested in this Claim Form.

If you are submitting a Claim Form only as an authorized agent of two or more TPP Class Members, you may submit a separate Claim Form for each TPP Class Member OR you may submit a “Consolidated Claim” via a single Claim Form for all such TPP Class Members.

For those Consolidated Claims that are being submitted for multiple TPP Class Members, the filer shall provide **aggregate** information as directed in Sections C or D of this Claim Form, and submit along with this Claim Form a chart identifying the TPP Class Members included in the Consolidated Claim, as directed in Section B. For each TPP Class Member included in the Consolidated Claim, the chart shall provide: (i) the name of the TPP Class Member claimant and (ii) the TPP Class Member’s Federal Tax Identification Number (FEIN).

The “TPP Methodology NDCs” and “TPP Methodology ICD Codes” necessary to complete Section C are available at **www.XXXXXXXXXXX.com**.

To qualify to receive a payment from the Settlement, you must complete and submit this Claim Form either on paper or electronically on the Settlement website, **www.XXXXXXXXXXX.com**, and you may need to provide certain requested documentation to substantiate your Claim.

Your failure to complete and submit the Claim Form postmarked (if mailed) or received (if submitted online) on or before **[Month 00, 2024]**, will prevent you from receiving any payment from the Settlement. Submission of this Claim Form does not ensure that you will share in the payments related to the Settlement. If the Notice and Claims Administrator rejects or reduces your Claim, you may invoke the dispute resolution process described on page 7.

No. 1:17-md-2804 (N.D. Ohio)

**MUST BE POSTMARKED ON OR BEFORE, OR SUBMITTED ONLINE BY
[MONTH 00, 2024]**

THIRD-PARTY PAYOR CLAIM FORM

Use Blue or Black Ink Only

**ATTENTION: THIS FORM IS ONLY TO BE FILLED OUT ON BEHALF OF A THIRD-PARTY PAYOR
(OR AN AUTHORIZED AGENT) AND NOT INDIVIDUAL CONSUMERS.**

- Complete Section A only if you are filing as an individual TPP Class Member.
- Complete Section B only if you are an authorized agent filing on behalf of one or more TPP Class Members.

Section A: Company or Health Plan TPP Class Member Only

TPP Class Member Name

Contact Name

Care of (if applicable)

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Tax Identification Number (FEIN)

Email Address

List other names by which your company or health plan has been known or other Federal Employer Identification Numbers ("FEINs") it has used since January 1, 1996.

☐

Health Insurance Company/HMO

☐

Self-Insured Employee Health or Pharmacy Benefit Plan

☐
☐
☐

Self-Insured Health & Welfare Fund
Other (Explain)

Section B: Authorized Agent Only

As an authorized agent, please check how your relationship with the TPP Class Member(s) is best described (you may be required to provide documentation demonstrating this relationship):

☐ Third-Party Administrator or Administrative Services Only Provider

☐ Pharmacy Benefit Manager

☐ Other (Explain):

Authorized Agent's Company Name

Contact Name

Street Address

Floor/Suite

City

State

Zip Code

Area Code - Telephone Number

Authorized Agent's Tax Identification Number

Email Address

Please list the name and FEIN of every TPP Class Member (*i.e.*, Company or Health Plan) for whom you are submitting this Claim Form (attach additional sheets to this Claim Form as necessary). Alternatively, you may submit the requested list of TPP Class Member names and FEINs in an electronic format, such as Excel or a tab-delimited text file. Contact the Notice and Claims Administrator to determine what formats are acceptable. Claim Forms submitted on behalf of two or more TPP Class Members are referred to as Consolidated Claims. In either case, the list shall be maintained as confidential by the Notice and Claims Administrator.

TPP CLASS MEMBER'S NAME

TPP CLASS MEMBER'S FEIN

TPP Class Members that are able to access pharmacy and medical transactional claims data from 1996 - 2024 must utilize the methodology outlined in this Section C to complete this Claim Form.

For the TPP Class Member(s) on whose behalf you are submitting this Claim Form, please provide the following information or utilize the forms for both individual and Consolidated Claims provided by the Notice and Claims Administrator at **www.XXXXXXXXXX.com**.

- i. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify: the total dollar amount paid or reimbursed by the TPP Class Member(s) for the TPP Methodology NDCs from January 1, 1996 to [Month 00, 2024].
- ii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of member-years with an opioid use disorder (OUD) diagnosis based on the TPP Methodology ICD Codes from January 1, 1996 to [Month 00, 2024]. Member-years with OUD diagnosis is the sum of the number of unique individuals with an OUD diagnosis within each year, totaled for the 28 years of the damage period. (For example, if you had 10 people per year with OUD in each year for 5 years, that would equal 50 member-years with OUD diagnosis.)
- iii. By state, *on an aggregated basis for entities filing Consolidated Claims*, identify the number of Covered Lives* as of January 1, 2024.
- iv. The TPP Claim amounts for TPP Class Members that provide the information identified above in this Section C will be calculated as follows:
 - a. The estimated medical cost of OUD (\$XX,XXX) will be multiplied by the number of member-years with OUD identified in Section C.ii.; and
 - b. The dollar value provided in Section C.i. will be combined with the dollar value derived in Section C.iv.a.

*“Covered Lives” means the number of enrollees or beneficiaries covered by the TPP.

What should I do if I have transactional data available for some years but not others?

You **must** follow Methodology 1 outlined in Section C to complete the Claim Form for **all** the years for which you have transactional data available. You may use Methodology 2 outlined in Section D to complete the Claim Form for any remaining years for which you do not have transactional data available.

Please note, if you use Methodology 2 to submit a Claim Form for years that you have or could obtain data for, your entire claim may be rejected.

State	Total Dollar Amount Paid	Member-Years with OUD Diagnosis	Covered Lives as of January 1, 2024

Section D: TPP Claims Methodology 2 - Transactional Claims Data Unavailable

A TPP Class Member that is unable to access pharmacy and medical transactional claims data from 1996 – 2024, as necessary to complete Section C above, should utilize the methodology outlined in this Section D to complete this Claim Form. TPP Class Members electing to utilize TPP Methodology 2 must attest below that they do not have access to the necessary transactional claims data for completing TPP Methodology 1.

For each TPP Class Member on whose behalf you are submitting this Claim Form, and on an *aggregated basis for entities filing Consolidated Claims*, list the number of Covered Lives* for each year in the applicable group of states. Spreadsheet templates of this chart are also available on the Settlement website for both individual and Consolidated Claims, **www.XXXXXXXXXXX.com**.

The Notice and Claims Administrator may request documents or other information from you to support your response below regarding your membership.

*“Covered Lives” means the number of enrollees or beneficiaries covered by the TPP.

States	Covered Lives														
	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
Group 1: AK, AZ, CA, CO, GA, HI, ID, IL, MN, NV, NM, NY, SC, TX, UT, VT, VA, WA, WY															
Group 2: CT, IN, KS, LA, MD, MI, MS, MT, NE, NH, NC, ND, OR, SD, WI															
Group 3: AL, AR, DE, DC, FL, IA, KY, ME, MA, MO, NJ, OH, OK, PA, RI, TN, WV															

States	Covered Lives													
	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Group 1: AK, AZ, CA, CO, GA, HI, ID, IL, MN, NV, NM, NY, SC, TX, UT, VT, VA, WA, WY														

Covered Lives														
States	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Group 2: CT, IN, KS, LA, MD, MI, MS, MT, NE, NH, NC, ND, OR, SD, WI														
Group 3: AL, AR, DE, DC, FL, IA, KY, ME, MA, MO, NJ, OH, OK, PA, RI, TN, WV														

If you are unable to break down the number of covered lives by state, please complete the chart below with the number of covered lives by year. You may receive less than you may have otherwise been eligible for in accordance with the Plan of Allocation.

Covered Lives															
States	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010
All states															

Covered Lives														
States	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
All states														

For TPP Class Members electing to utilize TPP Methodology 2: After all Claims have been filed, the Notice and Claims Administrator will calculate an average dollar value per covered life, based on all TPP information accumulated from submissions pursuant to Section C. The Notice and Claims Administrator will apply this average dollar value to the information provided above in this Section D.

Section E: Proof of Payment and Disputes Regarding Claim Amounts

Please provide as much of the information requested above as possible. Pharmacy transaction data supporting claims submitted pursuant to Section C above is mandatory for Section C.i. amounts of \$300,000 or more, although the Notice and Claims Administrator may also require pharmacy transaction data for claims of less than \$300,000, so keep related transaction data and any other claim documentation supporting your Claim (e.g., invoices) in case the Notice and Claims Administrator requests it later. If the Section C.i. amount is less than \$300,000, you should still provide the pharmacy transaction data with your Claim submission if you can.

While not required to be submitted along with your initial Claim Form, please also retain all medical transaction data supporting your Section C.ii. amounts in case the Notice and Claims Administrator requests it later.

If, after an audit of your Claim, the Notice and Claims Administrator still has questions about your Claim and you have not provided sufficient substantiation of your Claim, the Notice and Claims Administrator may reject your Claim.

If the Notice and Claims Administrator rejects or reduces your Claim and you believe the rejection or reduction is in error, you may contact the Notice and Claims Administrator to request further review. If the dispute concerning your Claim cannot be resolved by the Notice and Claims Administrator and Settlement Class Counsel, you may request that the Court review your Claim.

Section F: Certification

I/We have read and am/are familiar with the contents of the Instructions accompanying this Claim Form. I/We certify that the information I/we have set forth in the above Claim Form and in any documents attached by me/us are true, correct, and complete to the best of my/our knowledge. I/We certify that I/we, or the TPP Class Member(s) I/we represent:

- a. During the period January 1, 1996 to [Month 00, 2024], (i) paid and/or were reimbursed for any or all of the opioid prescription drugs identified in the TPP Methodology NDCs (which were manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Opioid Supply Chain Members), for purposes other than resale, **and/or** (ii) paid or incurred costs for treatment related to the misuse, addiction, and/or overdose of opioid drugs, as identified in the TPP Methodology ICD Codes, on behalf of individual beneficiaries, insureds, and/or members; and
- b. Is not one of the following excluded parties: (1) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Distributors; (2) Pharmacy Benefit Managers ("PBMs"); (3) consumers; (4) fully insured plan sponsors; (5) Excluded Insurers (Aetna, Anthem, Cigna, Humana, and UnitedHealth), including all related entities; (6) Settling Distributors and their subsidiaries, affiliates, and controlled persons; (7) officers, directors, agents, servants, or employees of any Settling Distributor, and the immediate family members of any such persons; (8) persons and entities named as Defendants in any of the actions centralized in MDL No. 2804; and (9) anyone that excluded themselves from the TPP Class.

I/We further certify that I/we have provided all of the information requested above to the extent I/we have it.

I/We further certify that to the extent I/we am/are submitting this Claim Form pursuant to Section D, TPP Claims Methodology 2, above, I/we do not reasonably have access to the transactional claims data necessary to complete and submit this Claim Form pursuant to Section C, TPP Methodology 1.

To the extent I/we have been given authority to submit this Claim Form by one or more TPP Class Members on their behalf, and accordingly am/are submitting this Claim Form in the capacity of an authorized agent with

authority to submit it, and to the extent I/we have been authorized to receive on behalf of the TPP Class Member(s) any and all amounts that may be allocated to them from the Settlement Fund, I/we certify that such authority has been properly vested in me/us and that I/we will fulfill all duties I/we may owe the TPP Class Member(s). If amounts from the Net Settlement Fund are distributed to me/us and a TPP Class Member later claims that I/we did not have the authority to claim and/or receive such amounts on its behalf, I/we and/or my/our employer will hold the Class, Settlement Class Counsel, Settling Distributors, and the Notice and Claims Administrator harmless with respect to any claims made by the TPP Class Member.

I/We further certify that that I/we, or the TPP Class Member(s) I/we represent, have authority to release all Released Claims on behalf of the TPP Class Member(s) and all other entities who are Releasers by virtue of their relationship or association with it/them.

I/We hereby submit to the jurisdiction of the United States District Court for the Northern District of Ohio for all purposes connected with this Claim Form, including resolution of disputes relating to this Claim Form. I/We acknowledge that any false information or representations contained herein may subject me/us to sanctions, including the possibility of criminal prosecution. I/We agree to supplement this Claim Form by furnishing documentary backup for the information provided herein, upon request of the Notice and Claims Administrator.

I certify that the above information supplied by the undersigned is true and correct to the best of my knowledge and that this Claim Form was executed this _____ day of _____ 2024.

Signature

Position/Title

Print Name

Date

Mail the completed Claim Form to the address below, postmarked on or before [**Month 00, 2024**], or submit the information online at the Settlement website below by that date:

XXXXXXXXXX
c/o A.B. Data, Ltd.
P.O. Box 173000
Milwaukee, WI 53217
Toll-Free Telephone: 1-800-000-0000
Website: www.XXXXXXXXXX.com
Email: info@XXXXXX.com

REMINDER CHECKLIST:

1. Please complete and sign the above Claim Form. Attach or upload any documentation supporting your claim.
2. Keep a copy of your Claim Form and supporting documentation for your records.
3. If you would also like acknowledgement of receipt of your Claim Form, please complete the form online or mail this form via Certified Mail, Return Receipt Requested.
4. If you move and/or your name changes, please send your new address and/or your new name or contact information to the Notice and Claims Administrator at info@XXXXXXXXX.com or via U.S. Mail at the address listed above.

**CLASS ACTION SETTLEMENT AGREEMENT AMONG THIRD PARTY
PAYORS AND SETTLING DISTRIBUTORS**

EXHIBIT I - FORM OF PRELIMINARY APPROVAL ORDER

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION)	MDL 2804
OPIATE LITIGATION)	
)	Case No. 1:17-md-2804
)	
THIS DOCUMENT RELATES TO:)	Judge Dan Aaron Polster
)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>)	

**[PROPOSED] ORDER GRANTING THIRD PARTY PAYOR PLAINTIFFS’
MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT AND
DIRECTION OF NOTICE UNDER FEDERAL RULE OF CIVIL PROCEDURE 23(e)**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e) (“Motion”), which seeks: (1) Preliminary Approval of the Settlement Agreement; (2) preliminary certification, for settlement purposes only, of the Settlement Class; (3) appointment of Interim Settlement Class Counsel and Interim Co-Lead Settlement Class Counsel; (4) appointment of Settlement Class Representatives; (5) approval of the Notice and proposed Notice Plan; (6) scheduling of the Fairness Hearing, to occur after the conclusion of the notice period; (7) appointment of the Escrow Agent; (8) establishment of the Qualified Settlement Fund; (9) appointment of the Notice and Claims Administrator; and (10) an order staying and enjoining Actions against the Settling Distributors, including their subsidiaries and affiliates, as set forth below.

WHEREAS, a proposed Class Action Settlement Agreement (the “Settlement”) has been reached between Class Counsel for Third Party Payor Plaintiffs, on behalf of a proposed settlement class of TPPs, and Settling Distributors,¹ that resolves certain claims against the Settling Distributors pertaining to their distribution of opioids and alleged contribution to the opioid epidemic;

WHEREAS, the Court, for purposes of this Order, adopts all defined terms as set forth in the Settlement Agreement attached as Exhibit A to the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser (ECF __), unless otherwise defined herein;

WHEREAS, Settling Distributors do not oppose the Court’s entry of the proposed Preliminary Approval Order;

WHEREAS, the Court finds it has jurisdiction over the TPP Actions centralized before this Court in this MDL No. 2804, and the parties to those Actions, for purposes of Settlement and asserts jurisdiction over the Settlement Class Representatives for purposes of considering and effectuating this Settlement;

WHEREAS, this Court has presided over and managed these MDL proceedings since the JPML centralized the Actions before this Court, *In re: Nat’l Prescription Opiate Litig.*, 2017 WL 6031547 (J.P.M.L. Dec. 5, 2017); and

WHEREAS, this Court has considered all of the presentations and submissions related to the Motion, as well as the facts, contentions, claims, and defenses as they have developed in these proceedings, and is otherwise fully advised of all relevant facts in connection therewith;

NOW, THEREFORE, IT IS HEREBY ORDERED:

¹ Cencora, Inc. (f/k/a AmerisourceBergen Corporation), Cardinal Health, Inc., and McKesson Corporation (collectively, “Settling Distributors”).

The proposed Settlement appears to be the product of intensive, thorough, serious, informed, and non-collusive negotiations; has no obvious deficiencies; does not improperly grant preferential treatment to the Settlement Class Representatives or segments of the Class; and appears to be fair, reasonable, and adequate, such that notice of the Settlement should be directed to Settlement Class Members and a Fairness Hearing should be set.

Accordingly, the Motion is GRANTED.

I. CLASS DEFINITION, CLASS REPRESENTATIVES, AND CLASS COUNSEL

“Class” or “Settlement Class” includes:

All entities that paid and/or were reimbursed for (i) opioid prescription drugs manufactured, marketed, sold, distributed, or dispensed by any of the Defendants and/or Opioid Supply Chain Members for purposes other than resale, and/or (ii) paid or incurred costs for treatment related to the misuse, addiction, and/or overdose of opioid drugs, on behalf of individual beneficiaries, insureds, and/or members, during the time period from January 1, 1996 to the date of entry of the Preliminary Approval Order. For clarity, the Settlement Class includes but is not limited to: (a) private contractors of Federal Health Employee Benefits plans, (b) plans for self-insured local governmental entities that have not settled claims in MDL No. 2804, (c) managed Medicaid plans, (d) plans operating under Medicare Part C and/or D, and (e) Taft-Hartley plans. For the avoidance of doubt, all Plaintiffs identified in Exhibit B are included in the Class. Exhibit B is a non-exhaustive list and does not purport to identify all members of the Class.

Excluded from the Class are:

1. (a) all federal governmental entities and all state and local governmental entities whose claims have been released by a prior settlement with the Settling Distributors, (b) Pharmacy Benefit Managers (“PBMs”), (c) consumers, (d) fully insured plan sponsors, and (e) Excluded Insurers, including the related entities as listed in the definition of Excluded Insurers. For the avoidance of doubt, (i) entities that are administered or operated, but not owned, by an Excluded Insurer and (ii) entities that own an interest, even a controlling interest, in a PBM, are not excluded from the Class, unless they are an Excluded Insurer or are otherwise excluded; and

2. (a) the Settling Distributors and their subsidiaries, affiliates, and controlled persons; (b) officers, directors, agents, servants, or employees of any Settling Distributor, and the immediate family members of any such persons; and (c) persons and entities named as Defendants in any of the Actions coordinated under or parallel to MDL No. 2804.

Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, and Eric B. Fastiff are hereby appointed as Interim Settlement Class Counsel, and Paul J. Geller and Elizabeth J. Cabraser are also hereby appointed as Interim Co-Lead Settlement Class Counsel, under Rule 23(g)(3) of the Federal Rules of Civil Procedure. Interim Co-Lead Settlement Class Counsel and Settling Distributors are authorized to take, without further Court approval, all necessary and appropriate steps to implement the Settlement, including the approved notice program.

The following TPP Plaintiffs are appointed as Settlement Class Representatives: Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; and Flint Plumbing and Pipefitting Industry Health Care Fund.

II. PRELIMINARY FINDINGS

The Court is familiar with the standards applicable to certification of a settlement class. *See* Fed. R. Civ. P. 23(e); *Amchem Prods., Inc. v. Windsor*, 521 U.S. 591, 613 (1997); *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); Order Granting Plaintiff’s Unopposed Motion for Preliminary Approval of Settlement and Notice to Settlement Class, *Wiley v. TravelCenters of Am., LLC*, No. 1:21-cv-01093 (N.D. Ohio Aug. 25, 2022), ECF 19 (Polster, J.).

Applying these standards, the Court finds it will likely be able to certify, under Rule 23(e)(2), the proposed Settlement Class as defined above, for settlement purposes only,

because the Class and its representatives likely meet all relevant requirements of Fed. R. Civ. P. 23(a) and (b)(3).

III. NOTICE TO SETTLEMENT CLASS MEMBERS

The Court is also familiar with evolving methods of class notice. As applied here, the Court finds the content, format, and method of disseminating Notice—set forth in the Motion (ECF __), the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser in support of the Motion (ECF __-1), and the exhibits attached thereto—satisfy Rule 23(c)(2) and contemporary notice standards. The Court approves the notice program and directs that notice substantially in the form of the revised Proposed Notice be disseminated in the manner set forth in the proposed Settlement and Motion, the Joint Declaration of Paul J. Geller and Elizabeth J. Cabraser, and the Declaration of Eric J. Miller to Settlement Class Members under Rule 23(e)(1). No later than fourteen (14) calendar days following the commencement of the dissemination of the Notice, Settlement Class Counsel shall serve on the Settling Distributors and file with the Court proof, by affidavit or declaration, of such distribution.

IV. PROPOSED SCHEDULE

Interim Settlement Class Counsel propose the below schedule for disseminating Notice, filing objections to the Settlement, requesting exclusion from the Class, and filing TPP Plaintiffs' Motion for Final Approval and for Attorneys' Fees and Expenses:

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Settling Distributors to provide Class Action Fairness Act notice to appropriate federal and state officials.	10 days after the filing of the Settlement with the Court	
Deadline for Notice and Claims Administrator to commence dissemination of Notice to Settlement Class Members via email and/or U.S. mail (the "Notice Date").	14 days following entry of Preliminary Approval Order	

Event	Proposed Date (unless specified otherwise, days herein are calendar days)	Court-Adopted Date (if altered)
Deadline for Interim Settlement Class Counsel to serve on Settling Distributors and file with the Court proof, by affidavit or declaration, of the dissemination of the Notice.	14 days following the Notice Date	
Deadline to submit opening briefs and supporting materials in support of Final Approval of Settlement and motion for attorneys' fees and expenses.	30 days after the Notice Date	
Deadline for objectors to file Objections with the Court, and for Settlement Class Members to deliver written and signed Opt-Out Forms to Notice and Claims Administrator and to email same to Interim Settlement Class Counsel and Settling Distributors. For the avoidance of doubt, Opt-Out Forms must be received by Notice and Claims Administrator, Interim Settlement Class Counsel, and Settling Distributors by such date.	45 days after the Notice Date	
Reply Memoranda in Support of Final Approval and Fee and Expense Application filed.	75 days after the Notice Date	
Fairness Hearing	No earlier than the later of: (1) 120 days following submission of the Motion for Preliminary Approval; or (2) 5 days following the Settling Distributors' deadline to exercise their Walk-Away Right.	

The Fairness Hearing shall take place on [day] _____, 2024, at __:__.m. at the United States District Court for the Northern District of Ohio, Carl B. Stokes United States Court House, 801 West Superior Avenue, Courtroom 18B, Cleveland, Ohio 44113-1837, before the Honorable Dan Aaron Polster, to determine whether the proposed Settlement is fair, reasonable, and adequate;

whether it should be finally approved by the Court; and whether the Actions as to the Settling Distributors and Released Claims should be dismissed with prejudice under the Settlement and the notice program. Any application for Attorneys' Fees and Expenses submitted by Interim Settlement Class Counsel and any application for a Service Award to the Settlement Class Representatives will be considered separately from the fairness, reasonableness, and adequacy of the Settlement.

V. STAY OF ACTIONS AS TO THE SETTLING DISTRIBUTORS

The stay of all MDL 2804 TPP Actions as to the Settling Distributors, including their subsidiaries and affiliates, shall continue until this Court has made its final settlement approval determination. The Court hereby severs and stays the Class Representatives' and TPP Bellwether Plaintiffs' cases as to the Settling Distributors, including their subsidiaries and affiliates, during the same period. In aid of the Court's jurisdiction over this Action, all Settlement Class Members are hereby enjoined from filing, commencing, prosecuting, continuing, litigating, intervening in, or participating as class members in any action asserting Released Claims against any Released Entities in any forum or jurisdiction, unless and until such Settlement Class Member has timely excluded itself from the Settlement Class.

VI. PROCEDURE FOR OPT-OUTS AND OBJECTIONS

The procedure for Opt-Outs set forth in Section V.G. of the Settlement Agreement, and the instructions in the Notice regarding the procedures that must be followed to opt out of the Settlement Class and Settlement, as set forth in the Settlement Agreement and proposed Notices attached thereto, are approved. Opt Out forms must be received by the Notice and Claims Administrator no later than the date designated for such purpose in the Notice and set forth in the chart above.

No “mass,” “class,” “group,” or otherwise combined Opt-Out Forms shall be valid, and no entity may submit an Opt-Out Form on behalf of any other entity that is included in the Class definition including, but not limited to, subsidiaries, affiliated or related companies or business entities, divisions, partnerships, or joint ventures, clients, customers, or administrative services organization.

Any Settlement Class Member that does not submit a timely and valid Opt-Out Form in accordance with Section V.G.1. of the Settlement Agreement submits to the jurisdiction of the Court and, unless the Settlement Class Member submits an Objection that complies with the provisions of Section V.F., shall waive and forfeit any and all Objections to the Settlement or the Agreement the Settlement Class Member may have asserted.

The procedure for Objections to the Settlement or to an award of fees or expenses to Settlement Class Counsel, as set forth in Section V.F. of the Settlement Agreement, is approved.

The assertion of an Objection does not operate to opt the Third Party Payor asserting it out of, or otherwise exclude that Third Party Payor from, the Settlement Class. A Third Party Payor within the Settlement Class can opt out of the Settlement Class and Settlement only by submitting a valid and timely Opt-Out Form in accordance with the Settlement Agreement and this Order.

No later than seven (7) calendar days following the deadline set by the Court for Settlement Class Members to opt out from the Class, Interim Settlement Class Counsel shall provide Settling Distributors’ counsel with the Opt-Out Report identifying all requests to be excluded from the certified Class, and whether any such requests were deemed untimely and/or failed to provide any of the information required in Section V.G.1. or were otherwise inadequate.

Pursuant to Section VI.C. of the Settlement Agreement, the Settling Distributors may, in their sole discretion, terminate the Agreement by serving written notice, by email and overnight courier, to Interim Settlement Class Counsel within fifteen (15) business days following receipt by

Settling Distributors from Interim Settlement Class Counsel of the Opt-Out Report (the “Walk-Away Right”), unless such date is extended by mutual agreement of Interim Settlement Class Counsel and Settling Distributors.

VII. SETTLEMENT ADMINISTRATION, NOTICE, AND CONTINUING JURISDICTION

The dates and deadlines set forth in this Preliminary Approval Order, including, but not limited to, the Fairness Hearing, may be extended by Order of the Court without further notice to Settlement Class Members, except that notice of any such extensions shall be included on the Settlement website. Settlement Class Members should check the Settlement website regularly for updates and further details regarding extensions of these deadlines. Opt-Out Forms and Objections must meet the deadlines and follow the requirements set forth in the approved Notice in order to be valid.

Interim Co-Lead Settlement Class Counsel and Settling Distributors are hereby authorized to use all reasonable procedures in connection with approval and administration of the Settlement not materially inconsistent with the Preliminary Approval Order or the Settlement Agreement, including making, without further approval of the Court, minor changes to the Settlement Agreement, the form or content of the Notice, or any other exhibits the Settlement Class Representatives and Settling Distributors jointly agree are reasonable or necessary, except as otherwise provided in the Settlement Agreement.

The Court appoints A.B. Data to serve as the Notice and Claims Administrator, and authorizes A.B. Data, through data aggregators or otherwise, to request, obtain, and use Settlement Class Members’ information for notice purposes.

Settlement Class Members that wish to participate in the Settlement shall complete and submit Claim Forms in accordance with the instructions contained therein. Unless the Court orders otherwise, all Claim Forms must be submitted no later than _____, 2024. Any

Settlement Class Member that submits a Claim Form shall reasonably cooperate with the Notice and Claims Administrator, including by promptly responding to any inquiry made by the Notice and Claims Administrator. Any Settlement Class Member that does not timely submit a Claim Form within the time provided shall be barred from sharing in the distribution of the proceeds of the Settlement but shall nonetheless be bound by the Settlement Agreement, the Final Judgment, and the releases therein, unless otherwise ordered by the Court. The Claim Form shall comply with the requirements set forth in the Settlement Agreement and any further requirements described in the form attached as Exhibit H to the Settlement Agreement.

The Court appoints Citibank, N.A. as Escrow Agent, which shall control and administer an Escrow Account to be established as set forth in the Settlement. Within the later of fourteen (14) days of the entry of this Order or the Settling Distributors' receipt of information and instructions required to effectuate a wire transfer in satisfaction of this paragraph, the Settling Distributors shall pay by wire transfer a portion of the Settlement Amount sufficient to cover the Notice and Administrative Costs, and any Taxes and Tax Expenses as they become due, but in no event greater than \$1,000,000.00. The Escrow Agent may direct payment of up to \$1,000,000.00 for reasonable Notice and Administrative Costs, including Taxes or Tax Expenses, as approved by this Court.

Any portion of the Escrow Account not used for Notice and Administrative Costs and Taxes or Tax Expenses paid, incurred, or due and owing shall be returned to the Settling Distributors, less interest accrued, if, for any reason, the Effective Date does not occur.

All funds held by the Escrow Agent shall be deemed and considered to be in *custodia legis* of the Court and shall remain subject to the jurisdiction of the Court, until such time as such funds shall be distributed pursuant to the Settlement and/or further order(s) of the Court.

The Court also authorizes that the Escrow Account be established as a “qualified settlement fund” within the meaning of Treasury Regulations § 1.468B-1. Such account shall constitute the Qualified Settlement Fund as defined in the Settlement Agreement.

The Court shall maintain continuing jurisdiction over these proceedings (including over the administration of the Qualified Settlement Fund) for the benefit of the Settlement Class.

Neither this Preliminary Approval Order, the Settlement, nor any of its terms or provisions, nor any of the negotiations or proceedings connected with it, shall be considered, construed or represented to be: (1) an admission, concession, or evidence of liability or wrongdoing; or (2) a waiver or any limitation of any defense otherwise available to the Settling Distributors.

If the Settlement is not approved or consummated for any reason whatsoever, the Settlement and all proceedings had in connection therewith shall be without prejudice to the rights of the Settling Parties *status quo ante* [[as of May 1, 2024]] as set forth in Section VI.D.1. of the Settlement, except as otherwise expressly provided in the Settlement Agreement. In such event, Settling Distributors will not be deemed to have consented to certification of any class, and will retain all rights to oppose, appeal, or otherwise challenge, legally or procedurally, class certification or any other issue in the Actions. Likewise, if the Settlement does not reach Final Judgment, then the participation in the Settlement by any Settlement Class Representative or Settlement Class Member cannot be raised as a defense to their claims.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE

**CLASS ACTION SETTLEMENT AGREEMENT AMONG THIRD
PARTY PAYORS AND SETTLING DISTRIBUTORS**

EXHIBIT J - FORM OF FINAL APPROVAL ORDER

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

IN RE: NATIONAL PRESCRIPTION)	MDL 2804
OPIATE LITIGATION)	
)	Case No. 1:17-md-2804
)	
THIS DOCUMENT RELATES TO:)	Judge Dan Aaron Polster
)	
<i>ALL THIRD PARTY PAYOR ACTIONS</i>)	

**[PROPOSED] FINAL ORDER AND JUDGMENT GRANTING
THIRD PARTY PAYOR PLAINTIFFS’ MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, AND AWARD OF ATTORNEYS’ FEES AND EXPENSES
AND SETTLEMENT CLASS REPRESENTATIVE SERVICE AWARDS**

Before the Court is Third Party Payor (“TPP”) Plaintiffs’ Motion for Final Approval of Class Action Settlement, and Award of Attorneys’ Fees and Expenses and Settlement Class Representative Service Awards. The background, procedural history, and Settlement terms were summarized in the Court’s Order Granting Third Party Payor Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement and Direction of Notice Under Federal Rule of Civil Procedure 23(e). *See* ECF ____ (“Preliminary Approval Order”). In brief, the Settlement between Interim Settlement Class Counsel for Third Party Payor Plaintiffs, on behalf of a proposed Settlement Class of TPPs, and Settling Distributors¹ provides \$300 million to

¹ Cencora, Inc. (f/k/a AmerisourceBergen Corporation), Cardinal Health, Inc., and McKesson Corporation (collectively, “Settling Distributors”).

compensate the Settlement Class for harms allegedly incurred as part of the ongoing, nationwide opioid crisis.

I. CLASS CERTIFICATION AND SETTLEMENT APPROVAL

When presented with a motion for final approval of a class action settlement, a court first evaluates whether certification of a settlement class is appropriate under Rule 23(a)-(b) of the Federal Rules of Civil Procedure. Rule 23(a) provides that a class action is proper only if four requirements are met: (1) numerosity; (2) commonality; (3) typicality; and (4) adequacy of representation. *See* Fed. R. Civ. P. 23(a)(1)-(4). As relevant here, certification of a Rule 23(b)(3) settlement class action requires that: (1) “the questions of law or fact common to class members predominate over any questions affecting only individual members”; and (2) “a class action [be] superior to other available methods for fairly and efficiently adjudicating the controversy.” Fed. R. Civ. P. 23(b)(3). In its Preliminary Approval Order, the Court concluded that the Settlement Class, as defined therein, and its Settlement Class Representatives were likely to satisfy these requirements and that Interim Settlement Class Counsel met the requirements of Rule 23(g). *See* ECF _____. The Court finds no reason to disturb its earlier conclusions, as the requirements of Rule 23(a), (b)(3), and (g) were satisfied then, and they remain satisfied now. Accordingly, the Court concludes that certification of the Settlement Class is appropriate.

After finding that the Settlement Class satisfies Rule 23(a) and (b)(3), the Court must determine whether the Settlement is fundamentally “fair, reasonable, and adequate.” Fed. R. Civ. P. 23(e)(2). The Court is familiar with the standards applicable to certification of a settlement class, having applied these standards in the Preliminary Approval Order to conclude that the Settlement appeared to be “fair, reasonable, and adequate[.]” ECF ____; *see also* *Whitlock v. FSL Mgmt., LLC*, 843 F.3d 1084, 1093 (6th Cir. 2016) (analyzing the seven factors that govern the “fair, reasonable, and adequate” inquiry in the Sixth Circuit); *Granada Invs., Inc.*

v. DWG Corp., 962 F.2d 1203, 1205-06 (6th Cir. 1992) (noting that district courts enjoy broad discretion when applying the Rule 23(e)(2) factors).

Now, in granting final approval of the Settlement, the Court has considered each of the Rule 23(e) factors and finds that the Settlement Class Representatives and Interim Settlement Class Counsel have adequately represented the Settlement Class; the Settlement Agreement was negotiated at arm's length; the relief provided for the Settlement Class is adequate; and the Plan of Allocation treats Settlement Class Members equitably relative to one another. *See* Fed. R. Civ. P. 23(e)(2).

These conclusions are bolstered by the Settlement Class Members' favorable reaction to the Settlement: ___ TPPs objected to the settlement, and, out of over 40,000 potential Settlement Class Members that were notified, only ___ TPPs (less than ___%) excluded themselves from the settlement. This factor supports final approval. *See Whitlock*, 843 F.3d at 1093 (considering as part of the Rule 23(e)(2) seven-factor analysis "the reaction of absent class members").

In addition, the Court finds that the Court-approved notice provided to the Settlement Class pursuant to the Settlement Agreement and the Preliminary Approval Order fully complied in all respects with the requirements of Fed. R. Civ. P. 23 and due process, and the notice was reasonably calculated under the circumstances to apprise the Settlement Class Members of the pendency of this Action, their right to object to or exclude themselves from the Settlement, and their right to appear at the Fairness Hearing.

The Court also finds that the Settling Distributors have complied with the Class Action Fairness Act of 2005, 28 U.S.C. §§ 1332(d), 1453, 1711-1715, and its notice requirements by providing appropriate federal and state officials with information about the Settlement Agreement.

II. REQUESTED ATTORNEYS' FEES AND EXPENSES AND SERVICE AWARDS

“The determination of a reasonable fee must be reached through an evaluation of a myriad of factors, all within the knowledge of the trial court, examined in light of the congressional policy underlying the substantive portions of the statute providing for the award of fees.” *United Slate, Tile & Composition Roofer, Damp & Waterproof Workers Ass’n, Local 307 v. G & M Roofing & Sheet Metal Co.*, 732 F.2d 495, 501 (6th Cir. 1984); *see also Feiertag v. DDP Holdings, LLC*, 2016 WL 4721208, at *6 (S.D. Ohio Sept. 9, 2016) (applying factors to determine a reasonable attorneys’ fee). Attorneys’ fees may be properly awarded as a “percentage of the fund method.” *Rawlings v. Prudential-Bache Props., Inc.*, 9 F.3d 513, 516 (6th Cir. 1993).

Interim Co-Lead Settlement Class Counsel request a fee award of 20% of the Settlement Funds, plus all reimbursable costs and service awards (*see* ECF ____). The fee amount includes the common benefit obligations due under the Court’s common benefit-related Orders (*see* ECF 4428, May 9, 2022 Ongoing Common Benefit Order).

III. CONCLUSION

Accordingly, the Court hereby orders, adjudges, finds, and decrees as follows:

The Court **DISMISSES** the Actions coordinated under MDL No. 2804 and all claims contained therein, as well as all of the Released Claims with prejudice as to the Released Entities only. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

Only those entities listed in the Opt-Out Report appended to Exhibit 1 of the Supplemental Joint Declaration of Elizabeth J. Cabraser and Paul J. Geller (ECF ____) that timely submitted valid requests to opt out of the Settlement Class are not bound by this Order. Those entities are not entitled to any recovery from the Settlement.

The Court **GRANTS** class certification for settlement purposes only.

The Court **CONFIRMS** the appointment of Interim Settlement Class Counsel Paul J. Geller, Elizabeth J. Cabraser, Mark J. Dearman, and Eric B. Fastiff as Settlement Class Counsel. The Court further **CONFIRMS** the appointment of Interim Co-Lead Settlement Class Counsel Paul J. Geller and Elizabeth J. Cabraser as Co-Lead Settlement Class Counsel.

The Court **CONFIRMS** the appointment of Settlement Class Representatives Cleveland Bakers and Teamsters Health and Welfare Fund; Pipe Fitters Local Union No. 120 Insurance Fund; Pioneer Telephone Cooperative, Inc. Employee Benefits Plan; American Federation of State, County and Municipal Employees District Council 37 Health & Security Plan; Louisiana Assessors' Insurance Fund; and Flint Plumbing and Pipefitting Industry Health Care Fund.

The Court **GRANTS** Co-Lead Settlement Class Counsel's request for attorneys' fees and costs, subject to the Court's common benefit-related Orders. The Court hereby **AWARDS**: notice and administration costs, expert costs, and Settlement Class Counsel expenses; attorneys' fees of 20% of the Settlement Funds; and the below service awards. The attorneys' fee award includes the common benefit obligations due under the Court's common benefit-related Orders, which shall be allocated by the Fee Panel among qualified applicants: firms that: (1) represent litigating TPPs against the Settling Distributors (parallel to requirements in prior governmental entity settlements); and (2) did work that inured to the common benefit. The fee award net of the common benefit assessment shall be allocated by Co-Lead Settlement Class Counsel among counsel who have performed authorized work for the benefit of the Settlement Class, with any appeals to such allocation going to Special Master Cohen.

The Court **GRANTS** Settlement Class Counsel's request for service awards of \$10,000 to each of the Settlement Class Representatives.

The Court hereby discharges and releases the Released Claims as to the Released Entities, as those terms are used and defined in the Settlement Agreement.

The Court hereby permanently bars and enjoins the institution and prosecution by any Settlement Class Representative, Settlement Class Member, Releasor, and anyone claiming through or on behalf of any of them, of any other action against the Released Entities in any court or other forum asserting any of the Released Claims, or any claim related in any way to the Released Claims, as those terms are used and defined in the Settlement Agreement.

All Settlement Class Members, Releasors, and anyone claiming through or on behalf of any of them, shall cooperate with the Settling Distributors to promptly dismiss with prejudice as to any of the Released Entities the Actions listed on Exhibit A to the Settlement Agreement that are not coordinated under MDL No. 2804 and all other pending litigation asserting any Released Claims against any of the Released Entities.

The Court hereby discharges and releases all Settlement Class Representatives, Settlement Class Members, and their counsel of the claims provided in Section IX.L. of the Settlement Agreement.

Neither the Settlement Agreement nor any act performed or document executed pursuant to or in furtherance of the Settlement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim or of any wrongdoing or liability of the Settling Distributors or Released Entities; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of any of the Settling Distributors or Released Entities in any civil, criminal, or administrative proceeding in any court or other forum. Notwithstanding the foregoing, the Settling Distributors and/or the Released Entities may file the Settlement Agreement and/or this Final Judgment in any other action that may be brought against them to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or any theory of claim preclusion or issue preclusion or similar defense.

Therefore, pursuant to, and in accordance with, Fed. R. Civ. P. Rule 23, the Court hereby fully and finally approves the Settlement Agreement in its entirety and finds that the Settlement Agreement is fair, reasonable, and adequate. The Court also finds that the Settlement Agreement is in the best interests of the Settlement Class Representatives and all Settlement Class Members, and is consistent and in compliance with all applicable laws and rules. The Court further finds that the Settlement Agreement is the product of intensive, thorough, serious, informed, and non-collusive negotiations overseen by the mediator. The Court further finds that the Parties have evidenced full compliance with the Preliminary Approval Order.

All objections to the Settlement Agreement are found to be without merit and are overruled.

Without further approval from the Court, and without the express written consent of Settlement Class Counsel and Settling Distributors, the Settlement is not subject to any material modification.

The terms of the Settlement and of this Final Order and Judgment are forever binding on the Settling Parties and Settlement Class Members, as well as their respective heirs, executors, administrators, predecessors, successors, affiliates, and assigns. Settlement Class Members include all entities within the Class definition in Section III.A.1.(a). of the Settlement Agreement that did not submit a timely and valid Opt-Out in accordance with the procedures in the Settlement Agreement and the Preliminary Approval Order.

The Court finds that the Settlement is a good-faith settlement that bars any Claim by any Non-Released Entity against any Released Entities for contribution, indemnification, or otherwise seeking to recover all or a portion of any amounts paid by or awarded against that Non-Released Entity to any Settlement Class Member or Releasor by way of settlement, judgment, or otherwise on any Claim that would be a Released Claim were such Non-Released Entity a Settling Distributor, to the extent that a good-faith settlement (or release thereunder) has such an effect

under applicable law, including, without limitation, O.H. Code § 2307.28 and similar laws in other states or jurisdictions.

The Court further reserves and retains exclusive and continuing jurisdiction over the Settlement, including the Escrow Account, the Escrow Agent as its administrator, and all future proceedings concerning the administration and enforcement of the Settlement Agreement and to effectuate its terms.

In the event that, for any reason, the Effective Date does not occur in accordance with the terms of the Settlement Agreement then: (i) this Final Judgment shall be rendered null and void to the extent provided by and in accordance with the Settlement Agreement and shall be vacated; (ii) all Orders entered and releases delivered in connection herewith shall be null and void to the extent provided by and in accordance with the Settlement Agreement; and (iii) the Settlement Funds shall be returned to Settling Distributors in accordance with the Settlement Agreement.

The Court finds, pursuant to Fed. R. Civ. P. 54(b), that there is no just reason for delay, and directs immediate entry of this Final Judgment by the Clerk of the Court.

IT IS SO ORDERED.

DATED: _____

THE HONORABLE DAN A. POLSTER
UNITED STATES DISTRICT JUDGE